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City and County of San Francisco
Meeting Minutes
Public Health and Environment Committee

Members: Supervisors Sue Bierman, Amos Brown and Michael Yaki

City Hall
1 Dr. Carlton B.
Goodlett Place
San Francisco, CA
94102-4689

Acting Clerk: Deborah Muccino

January 13, 2000 **1:00 PM** **City Hall, Room 263**

Regular Meeting

Members Present: Sue Bierman, Mark Leno.

Members Absent: Amos Brown.

MEETING CONVENED

The meeting convened at 1:08 p.m.
President Tom Ammiano appointed Supervisor Mark Leno to serve on the Committee for today's meeting only.

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AGENDA CHANGES

CONSENT AGENDA

All matters listed hereunder constitute a Consent Agenda, are considered to be routine and will be acted upon by a single roll call vote of the Committee. There will be no separate discussion of these items unless a member of the Committee so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.

Severed from Consent Agenda

992314 **[Grant funds to be used for scientific research project to study the characteristics of the HIV epidemic in San Francisco]**

Resolution authorizing the Department of Public Health, Population Health and Prevention, Community Health and Safety, to accept retroactively and expend a grant in the amount of $359,813 from the Department of Health and Human Services, Center for Disease Control and Prevention, for the "HIV Related Applied Research and Professional Education Project" and to enter into an agreement which does not include patent infringement indemnification and false claims clauses; providing for ratification of action previously taken. (Department of Public Health)

12/20/99, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this item be calendared for the January 13, 2000 meeting.

Heard in Committee. Speaker: Severin Campbell, Budget Analyst's Office. Amended on page 2 by deleting lines 7 and 8.

AMENDED.

RECOMMENDED AS AMENDED.. by the following vote:
Ayes: 2 - Bierman, Leno
Absent: 1 - Brown

992342 **[Grant to fund a project to evaluate the HIV/AIDS and STD prevention program decision-making processes in San Francisco, with specific attention to behavioral data]**

Resolution authorizing the Department of Public Health, Population Health and Prevention, Community Health and Safety, to accept retroactively and expend a grant in the amount of $800,000 from the Department of Health and Human Services, Centers for Disease Control and Prevention, for the "Strengthening HIV/AIDS and STD Prevention Through the Use of Behavioral Data in Programmatic Decision Making" and to enter into an agreement which does not include patent infringement indemnification and false claims clauses; providing for ratification of action previously taken. (Department of Public Health)

12/20/99, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this item be calendared for the January 13, 2000 meeting.

Heard in Committee. Speaker: Severin Campbell, Budget Analyst's Office. Amended on page 2 by deleting lines 7 and 8.

AMENDED.

RECOMMENDED AS AMENDED.. by the following vote:
Ayes: 2 - Bierman, Leno
Absent: 1 - Brown

REGULAR AGENDA

992205 **[Authorizing DPH to enter into a Cooperative Program Agreement with the Department of Rehabilitation S.F. District, to provide vocational services to mentally-ill psychiatric clients in San Francisco]**

Resolution authorizing the Department of Public Health, Public Health Division, Community Mental Health Services to enter into a Cooperative Program Agreement with the Department of Rehabilitation San Francisco District, including a required match of $181,355, and which does not include patent infringement indemnification and false claims clauses, to provide vocational services to mentally-ill psychiatric clients. (Department of Public Health)

12/1/99, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee. Speaker: Severin Campbell, Budget Analyst's Office. Amended on page 1, line 3, by replacing "a" with "an expanded." Further amended on page 2, line 6, by replacing "enter into a" with "expand an existing."

AMENDED.

Resolution authorizing the Department of Public Health, Public Health Division, Community Mental Health Services to enter into an expanded Cooperative Program Agreement with the Department of Rehabilitation San Francisco District, including a required match of $181,355, and which does not include patent infringement indemnification and false claims clauses, to provide vocational services to mentally-ill psychiatric clients. (Department of Public Health)

RECOMMENDED AS AMENDED.. by the following vote:
Ayes: 2 - Bierman, Leno
Absent: 1 - Brown

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992272 **[Approving a subcontract with the University of California to designate the Project Director of the Special Projects of National Significance (SPNS) who shall be responsible for the scientific conduct of this project]**

Resolution authorizing the Department of Public Health, the collaborating institution responsible for the scientific conduct of the project entitled "Special Projects of National Significance (SPNS)", to enter into a subcontract in the amount of $7,448 with the University of California, the primary contractor, which does not include patent infringement indemnification and false claims clauses; retroactive to September 30, 1999. (Department of Public Health)

12/10/99, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee. Speaker: Wolfgang Stuwe, Department of Public Health.

RECOMMENDED.. by the following vote:

Ayes: 2 - Bierman, Leno
Absent: 1 - Brown

992079 **[Health Code. Medical Cannabis User Identification Card]**

Supervisors Leno, Ammiano, Bierman, Newsom, Katz

Ordinance amending Health Code by adding Article 28 to authorize the Department of Public Health to issue medical cannabis user identification cards to individuals who qualify under California Health and Safety Code Section 11362.5 as users of medical cannabis and as primary caregivers to medical cannabis users.

(Adds Article 28, Sections 1800 through 1810.)

11/8/99, ASSIGNED UNDER 30 DAY RULE to Public Health and Environment Committee, expires on 12/8/1999.

Heard in Committee. Speakers: Jimmy Loyce, Deputy Director, Department of Public Health; Keith Vines, Assistant District Attorney; Kenneth Hayes, Executive Director, Cannabis Helping Alleviate Medical Problems; Wayne Justmann, Director, San Francisco Patients' Resource Center; Jeff Jones, Executive Director, Oakland Cannabis Buyers' Cooperative; Bud Waynefeelers; Miraly Eddy.

AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE.

Ordinance amending Health Code by adding Article 28 to authorize the Department of Public Health to issue medical cannabis user identification cards to individuals who qualify under California Health and Safety Code Section 11362.5 as users of medical cannabis or as primary caregivers to medical cannabis users.

(Adds Article 28, Sections 1800 through 1810.)

RECOMMENDED AS AMENDED by the following vote:

Ayes: 2 - Bierman, Leno
Absent: 1 - Brown

992294 **[Carbon Monoxide Poisoning]**

Supervisors Leno, Bierman, Becerril, Katz

Hearing to examine the problem of carbon monoxide poisoning and to consider the need for legislation to address this problem.

12/13/99, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee. Speakers: Lesley Stansfield, Chief Housing Inspector, Department of Building Inspection; Tom Lehane, Chief Plumbing Inspector, Department of Building Inspection; Kai-Shen Liu, California Department of Health Services, Environmental Health Laboratory Branch.

CONTINUED TO CALL OF THE CHAIR by the following vote:

Ayes: 2 - Bierman, Leno
Absent: 1 - Brown

ADJOURNMENT

The meeting adjourned at 2:18 p.m.

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Attn: *Susan Hom*

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CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET ANALYST

1390 Market Street, Suite 1025, San Francisco, CA 94102 (415) 554-7642
FAX (415) 252-0461

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January 10, 2000

TO: Public Health and Environment Committee

FROM: Budget Analyst

SUBJECT: January 13, 2000 Public Health and Environment Committee Meeting

Item 1 - File 99-2314

Department:	Department of Public Health (DPH)
Item:	Resolution authorizing the Department of Public Health, Population and Health Prevention, Community Health and Safety, to accept retroactively and expend a grant in the amount of $359,813 from the Federal Department of Health and Human Services, Center for Disease Control and Prevention, for the "HIV Related Applied Research and Professional Education Project". The resolution states that the grant does not include patent infringement indemnification and false claims clauses. The resolution also provides for ratification of action previously taken.
Grant Period:	September 30, 1999 through September 29, 2002 (three years)
Grant Amount:	$119,813 (Year 1), $120,000 (Year 2), and $120,000 (Year 3), totaling $359,813 for a three year period
Source of Funds:	Federal Department of Health and Human Services Center for Disease Control and Prevention (CDC)

Matching Funds: None

Indirect Costs: $12,957 (Year 1)

Budget: The summary budget for the first year of the three-year grant is as follows:

Salaries and Wages	$64,785	
Fringe Benefits	16,197	
Total Wages and Benefits		$ 80,982
Equipment		4,700
Supplies		7,100
Travel		4,500
Other*		9,574
Total Direct Costs		106,856
Total Indirect Costs		12,957
Total		$119,813

* Other includes rent support, telephones, postage, photocopier leasing and maintenance, project staff training, and subscriptions to professional journals.

Attachment I, provided by DPH, contains further budget details.

Description: The subject grant would fund a scientific research project conducted by DPH, titled "HIV Related Applied Research and Professional Education Project", to study the characteristics of the HIV epidemic in San Francisco and to use Geographic Information Systems technology to map the location of the occurrence of new infections. This study would include study design, protocol development, interpretation of data, and dissemination of findings.

Comment: 1. According to Mr. Giuliano Nieri of DPH, the grant would partially fund existing DPH positions, as shown in Attachment I. In addition, grant funds would be used to create one new position, 0.2 FTE 1842 Management Assistant. The resolution urges the Controller to designate the one new position created under the grant as a "G" or grant-funded position, which would terminate when the grant expires.

2. Mr. Nieri states that the resolution is retroactive because DPH accepted the grant award prior to obtaining Board of Supervisors approval. According to Mr. Nieri, no funds have been expended.

3. The proposed resolution would waive: (a) the requirement contained in Sections 6.21 and 21.19 of the City's Administrative Code that the agreement include an indemnification of the City by the CDC for the infringement of patent rights; and (b) the requirement contained in Section 6.57(c) of the City's Administrative Code that the Agreement include a paragraph reciting the false claim provisions contained in section 6.57(a) of the City's Administrative Code. According to Ms. Jean Fraser of the City Attorney's Office, these requirements apply when the City purchases goods or services, not when the City receives funds from a grant. Therefore, Ms. Fraser advises that the waivers in this case are standard and pose minimal risk to the City.

4. Attachment II is the Grant Application Information Form, provided by DPH.

5. DPH has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

6. The proposed resolution contains a provision that authorizes the Director of Health to enter into similar agreements with CDC if the grant recurs or is renewed. Mr. Nieri states that approval of the proposed resolution would authorize DPH to accept grant funds, totaling $359,813, for a three-year period, and that the grant would not recur or renew after the expiration of the three-year period. Therefore, Mr. Nieri concurs that the proposed resolution should be amended to delete the above provision.

Recommendations:

1. Amend the resolution to delete the provision authorizing the Director of Health to enter into similar agreements with CDC if the grant recurs or is renewed, as noted above.

2. Approve the proposed resolution as amended.

Revised Date: 11/1/99 1:35 PM

Attachment I
Page 1 of 3

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
COMMUNITY HEALTH SERVICES
HIV Related Applied Research & Professional Education Projects
September 30, 1999 - September 29, 2000

Dept / Div: *HPH-03*
Fund Group: 2S/CHS/FRC
Index Code: HCHFHSARSCGR
Grant Code: XXXXXX
Grant Detail: XXXX

4

CATEGORY/LINE ITEM	Annual Salary	25% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget
A. PERSONNEL										
1. Sr. Physician Specialist 2232 5 W McFarland (.75 FTE)	120,626	30,157	150,783	10%	0.10	10,052	12	12,062	3,016	15,078
2. Associate Adjunct Professor XXX X B Edlin	0	0	0	0%	0.00	0	12	0	0	0
3. Epidemiologist II 2803 5 T Kellogg	67,573	16,893	84,466	25%	0.25	5,631	12	16,892	4,223	21,115
4. Epidemiologist I 2802 1 A Kim	46,439	11,610	58,049	50%	0.50	3,870	12	23,219	5,804	29,023
5 Epidemiologist II 2803 5 R Kohn	67,573	16,893	84,466	5%	0.05	5,631	12	3,378	845	4,223
6 Management Assistant 1842 2 V Vacant	46,171	11,543	57,714	20%	0.20	3,848	12	9,234	2,309	11,543
7 COLA "3%	0	0	0	0%	0.00	0	0	0	0	0
8 STEP Increases	0	0	0	0%	0.00	0	0	0	0	0
TOTAL PERSONNEL:	348,382	87,095	435,477		1.10			64,785	16,197	80,982

00101 SALARIES:	64,785
00103 MANDATORY FRINGE:	16,197
TOTAL PERSONNEL:	80,982

C. TRAVEL	
1. Local Travel (02301)	500
2. Out-of-Jurisdiction Travel(02101)	4,000
Sub Total TRAVEL	4,500
D. EQUIPMENT	
1. Computer slide projector (06061)	4,700
Sub Total EQUIPMENT	4,700
E. MATERIALS AND SUPPLIES	
1. Office supplies (04951)	500
2. Non-inventoried equipment (04921) - Computer Mapping Programs Software	2,185
3. MAPINFO & US Census Data Files	4,415
Sub Total SUPPLIES	7,100
F. CONTRACTUAL SERVICES (02789)	
1. Contracts	0
Sub Total CONTRACTS	0
G. OTHER	
1. Rent support/mtg fac (03011)	2,970
2. Telephone/Com.(03241)	1,188
3. Postage (03561)	660
4. Photocopier leasing (03131)	528
5. Photocopier maintenance (02931)	528
6. Staff training (02201)	3,200
7. Subscriptions	500
Sub TOTAL OTHER	9,574
TOTAL DIRECT COST	106,856

BUDGET SUMMARY

A & B.	TOTAL PERSONNEL (SALARIES & FRINGE)	80,982
C.	TRAVEL	4,500
D.	EQUIPMENT	4,700
E.	MATERIALS AND SUPPLIES	7,100
F.	CONTRACT / MOU	0
G.	OTHER	9,574
	DIRECT COSTS	106,856
H.	INDIRECT COST (20% of personnel salaries only)	12,957
	TOTAL BUDGET	119,813
	AWARD	119,813
	SURPLUS/(DEFICIT)	0

Attachment I-
Page 3 of 3

File Number:________________________

Grant Application Information Form

A document required to accompany a proposed resolution
Authorizing a Department to Accept & Expend Grant Funds

To: The Board of Supervisors
Attn. Clerk of the Board

The following describes the grant referred to in the accompanying resolution:

1. Department, Division, & Branch: Population Health and Prevention, Community Health and Safety, Seroepidemology and Surveillance Section.

2. Contact Person: Giuliano Nieri. Telephone: 554-9130

3. Project Title: "HIV Related Applied Research & Professional Education Projects"

4. Grant Source Agency: DHHS, Center for Disease Control and Prevention

5. Type of Funds (Circle): Federal Federal-State (Pass-Through) State Local Private

6. Proposed (New/Continuation) Grant Project Summary "HIV Related Applied Research & Professional Education Projects" is a scientific research project to study the characteristics of the HIV epidemic in San Francisco and use GIS technology to map the data of disease surveillance systems. The project will include study design, protocol development, interpretation of data, dissemination of findings, and maintaining confidentiality.

7. Amount of Grant Funding Applied For: $359,813

8. Maximum Funding Amount Available (at time of application): Not known.

9. Required Matching Funds? (Circle): Yes No Cash In-kind

   If yes, list dollar amount and identify source of Matching Funds in Department Budget: N/A

10. Number of new positions created and funded: .20FTE (1842 – Management Asssistant)

11. If new positions are created, explain the disposition of employee(s) once the grant ends: The .20 of the FTE is an 1842 Management Assistant. This position responsibilities will be changed to support other grant administrative functions.

12. Are indirect costs eligible costs for this grant? (Circle): Yes No

If yes, please identify the amount of $s in indirect costs: $12,957

13. Amount to be spent on contractual services: None

14. a.) Will contractual services be put out to bid? (Circle): Yes: No: N/A

b.) If so, will contract services help to further the goals of the department's MBE/WBE requirements? : N/A

15. Is this request for contracting out likely to be: One Time or Ongoing? (CircleOne) N/A

16. Term of Grant: Start-Date: 9/30/99 End-Date: 9/29/02

17. Date You Were Notified That This Funding Was Available: 10/1/99

18. Grant Application Due Date: N/A. Grant was awarded on 10/1/99

19. Grant Funding Guidelines and Options (selected from RFP, grant announcement or appropriations legislation): Cooperative Agreement No. R62/CCU917896-01
Program Announcement Number 99100

20. Department Head Approval: **Mitchell Katz, M.D., Director of Health**
(To be obtained by Grant Manager)

Signature

Item 2 - File 99-2342

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, Population Health and Prevention, Community Health and Safety, to accept retroactively and expend a grant in the amount of $800,000 from the Federal Department of Health and Human Services, Centers for Disease Control and Prevention, for the "Strengthening HIV/AIDS and STD Prevention through the use of Behavioral Data in Programmatic Decision Making". This resolution states that the Grant Agreement does not include patent infringement indemnification and false claims clauses. The resolution also provides for ratification of action previously taken.

Grant Period: September 30, 1999 through September 29, 2003 (four years)

Grant Amount: $200,000 per year, totaling $800,000 for four years

Grant Source: Federal Department of Health and Human Services
Center for Disease Control and Prevention (CDC)

Matching Funds: None

Indirect Costs: $20,611 (Year 1)

Budget: The summary budget for the first year of the four-year grant is as follows:

Salaries and Wages	$103,054	
Fringe Benefits	25.251	
Total Wages and Benefits		$128,305
Equipment		2,000
Supplies		500
Travel		6,840
Other*		4,156
Contractual Services		37.588
Total Direct Costs		179,389
Total Indirect Costs		20.611
Total Costs		$200,000

* Other costs include photocopier maintenance, training to project staff, subscriptions to journals and stipends to focus group and interview participants.

Attachment I, provided by DPH, contains further budget details.

Description: The subject grant would fund a four-year evaluation, conducted by DPH, of San Francisco area HIV and Sexually Transmitted Disease (STD) prevention programs. The proposed evaluation would assess the decision-making processes used by HIV and STD prevention programs, with a specific focus on behavioral data.

Comment: 1. According to Mr. Giuliano Nieri of DPH, the subject grant would partially fund the salaries and fringe benefits of existing DPH staff, as shown in Attachment I. In addition, the grant would fund five new positions, equal to one 0.20 FTE 1842 Management Assistant and four 0.20 FTE 9924 Public Service Aide positions. The proposed resolution urges the Controller to designate the five new positions created under the grant as "G" or grant-funded positions, which would terminate when the grant expires.

2. Mr. Nieri states that the resolution is retroactive because DPH accepted the grant award prior to obtaining Board of Supervisors approval. According to Mr. Nieri, no funds have been expended.

3. Mr. Nieri reports that DPH would award a professional services contract in the amount of $37,588 to the University of California at San Francisco (UCSF) Center for AIDS Prevention Studies, as a sole source contractor, to collaborate with DPH and be jointly responsible for the overall scientific direction of the evaluation.

4. The proposed resolution would waive: (a) the requirement contained in Sections 6.21 and 21.19 of the City's Administrative Code that the agreement include an indemnification of the City by the CDC for the infringement of patent rights; and (b) the requirement contained in Section 6.57(c) of the City's Administrative Code that the Agreement include a paragraph reciting the

false claim provisions contained in section 6.57(a) of the City's Administrative Code. According to Ms. Jean Fraser of the City Attorney's Office, these requirements apply when the City purchases goods or services, not when the City receives funds from a grant. Therefore, Ms. Fraser advises that the waivers in this case are standard and pose minimal risk to the City.

5. Attachment II is the Grant Application Information Form, provided by DPH.

6. DPH has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

7. The proposed resolution contains a provision that authorizes the Director of Health to enter into similar agreements with CDC if the grant recurs or is renewed. Mr. Nieri states that approval of the proposed resolution would authorize DPH to accept grant funds in the amount of $200,000 for each year of a four-year period, totaling $800,000, and that the grant would not recur or renew after the expiration of the four-year period. Therefore, Mr. Nieri concurs that the proposed resolution should be amended to delete the above provision.

Recommendations:

1. Amend the resolution to delete the provision authorizing the Director of Health to enter into similar agreements with CDC if the grant recurs or is renewed, as noted above.

2. Approve the proposed resolution as amended.

Attachment 1
Page 1 of 3

Revised Date: 11/1/99 12:15 PM

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
COMMUNITY HEALTH SERVICES
Strengthening HIV/AIDS & STD Prevention Through Use of Behavioral Data
September 30, 1999 - September 29, 2000

Dept / Div: *HPH-03*
Fund Group: 2S/CHS/FRC
Index Code: HCHFHSARSCGR
Grant Code: XXXXXX
Grant Detail: XXXX

CATEGORY/LINE ITEM	Annual Salary	25% Annual Frin Ben	Total Annual Sal/Frln Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget
A. PERSONNEL							•			
1. Sr. Physician Specialist 2232 5 W McFarland (.75 FTE)	93,426	23,357	116,783	8%	0.08	7,786	12	7,474	1,868	9,342
2. Epidemiologist II 2803 5 S Scheer	67,573	16,893	84,466	40%	0.40	5,631	12	27,029	6,757	33,786
3. Epidemiologist I 2802 1 A Kim	46,439	11,610	58,049	50%	0.50	3,870	12	23,220	5,804	29,024
4. Special Assistant XIII 1372 3 V Rose	70,966	17,741	88,707	35%	0.35	5,914	12	24,838	6,210	31,048
5. Management Assistant 1842 2 V Vacant	46,171	11,543	57,714	20%	0.20	3,848	12	9,234	2,309	11,543
6. IS Operator Senior 1003 3 S Rufina	41,551	10,388	51,939	10%	0.10	3,463	12	4,155	1,039	5,194
7. Public Service Aide 9924 1 V Vacant	25,265	3,790	29,055	20%	0.20	2,105	3	1,263	316	1,579
8. Public Service Aide 9924 1 V Vacant	25,265	3,790	29,055	20%	0.20	2,105	3	1,263	316	1,579
9. Public Service Aide 9924 1 V Vacant	25,265	3,790	29,055	20%	0.20	2,105	3	1,263	316	1,579

10. Public Service Aide 9924 1 V Vacant	25,265	3,790	29,055	20%	0.20	2,105	3	1,263	316	1,579
11. COLA "3%	0	0	0	0%	0.00	0	0	2,052	0	2,052
12. STEP Increases	0	0	0	0%	0.00	0	0	0	0	0
TOTAL PERSONNEL:	467,185	106,690	573,875		2.43			103,054	25,251	128,305

00101 SALARIES:	103,054
00103 MANDATORY FRINGE:	25,251
TOTAL PERSONNEL:	128,305
C. TRAVEL	
1. Local Travel (02301)	840
2. Out-of-Jurisdiction Travel(02101)	6,000
Sub Total TRAVEL	6,840
D. EQUIPMENT	
1. Computer slide projector (06061)	2,000
Sub Total EQUIPMENT	2,000
E. MATERIALS AND SUPPLIES	
1. Office supplies (04951)	500
Sub Total SUPPLIES	500
F. CONTRACTUAL SERVICES (02789)	
1. Contracts - UCSF, Center for AIDS Prevention Studies	37,588
Sub Total CONTRACTS	37,588
G. OTHER	
1. Rent support/mtg fac (03011)	0
2. Telephone/Com (03241)	0
3. Postage (03561)	0
4. Photocopier leasing (03131)	0
5. Photocopier maintenance (02931)	105
6. Staff training (02201)	1,000
7. Subscriptions	500
8 Participation Incentive	2,551
Sub TOTAL OTHER	4,156
TOTAL DIRECT COST	179,388

Revised Date: 11/1/99 12:15 PM

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BUDGET SUMMARY

A & B.	TOTAL PERSONNEL (SALARIES & FRINGE)	128,305
C.	TRAVEL	6,840
D.	EQUIPMENT	2,000
E.	MATERIALS AND SUPPLIES	500
F.	CONTRACT / MOU	37,588
G.	OTHER	4,156
	DIRECT COSTS	179,389
H.	INDIRECT COST (20% of personnel salaries only)	20,611
	TOTAL BUDGET	200,000
	AWARD	200,000
	SURPLUS/(DEFICIT)	0

Attachment II
Page 1 of 2

File Number:__________________________

Grant Application Information Form

A document required to accompany a proposed resolution
Authorizing a Department to Accept & Expend Grant Funds

To: The Board of Supervisors
Attn. Clerk of the Board

The following describes the grant referred to in the accompanying resolution:

1. Department. Division. & Branch: Population Health and Prevention, Community Health and Safety, Seroepidemology and Surveillance Section.

2. Contact Person: Giuliano Nieri. Telephone: 554-9130

3. Project Title: "Strenghtening HIV/AIDS and STD Prevention Through the Use of Behavioral Data in Programmatic Decision Making"

4. Grant Source Agency: DHHS, Center for Disease Control and Prevention

5. Type of Funds (Circle): Federal Federal-State (Pass-Through) State Local Private

6. Proposed (New/Continuation) Grant Project Summary "Strenghtening HIV/AIDS and STD Prevention Through the Use of Behavioral Data in Programmatic Decision Making" is a project to conduct an evaluation of the HIV and STD Prevention program decision-making processes in the San Francisco area, with specific attention to behavioral data.

7. Amount of Grant Funding Applied For: $800,000

8. Maximum Funding Amount Available (at time of application): Not known.

9. Required Matching Funds? (Circle): Yes No Cash In-kind

   If yes, list dollar amount and identify source of Matching Funds in Department Budget: N/A

10. Number of new positions created and funded: .20FTE (1842 – Management Assistant)
    .80FTE (9924 – Public Service Aide)

11. If new positions are created, explain the disposition of employee(s) once the grant ends: These positions partially funded on other grants. The responsibilities of these positions will be changed to support those grants.

12. Are indirect costs eligible costs for this grant? (Circle): Yes No

11/2/99

If yes, please identify the amount of $s in indirect costs: $20,611

13. Amount to be spent on contractual services: ~~None~~ 37,588

14. a.) Will contractual services be put out to bid? (Circle): Yes: [✓ No] N/A

    b.) If so, will contract services help to further the goals of the department's MBE/WBE requirements? : N/A

15. Is this request for contracting out likely to be: One Time or Ongoing? (CircleOne) N/A

16. Term of Grant: Start-Date: 9/30/99 End-Date: 9/29/03

17. Date You Were Notified That This Funding Was Available: 10/1/99

18. Grant Application Due Date: N/A. Grant was awarded on 10/1/99

19. Grant Funding Guidelines and Options (selected from RFP, grant announcement or appropriations legislation): Cooperative Agreement No. U50/CCU917790-01
Program Announcement Number 99098

20. Department Head Approval: Mitchell Katz, M.D., Director of Health
(To be obtained by Grant Manager)
Signature

11/2/99

Item 3 - File 99-2205

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, Public Health Division, Community Mental Health Services, to enter into a Cooperative Program Agreement with the State Department of Rehabilitation, San Francisco District, including a required match of $181,355, to provide vocational services to mentally ill clients. This resolution states that the subject Cooperative Program Agreement does not include patent infringement indemnification and false claims clauses.

Total Amount of Cooperative Program Agreement: $556,453

DPH Share of Cost: $181,355, or 32.6 percent of total cost

Source of DPH Funds: FY 1999-2000 DPH budget

State Share of Cost: $375,098, or 67.4 percent of total cost

Source of Funds: State Department of Rehabilitation

Budget: The proposed budget for the Cooperative Program Agreement is as follows:

Contractual Services	
Community Vocational Enterprises	$235,574
Richmond Area Multi-Services, Inc.	320,879
Total	$556,453

Description: In June of 1999 the Board of Supervisors authorized the Department of Public Health (DPH) to enter into a Cooperative Program Agreement with the State Department of Rehabilitation to provide vocational assessment and employment services to mentally ill clients in San Francisco (Resolution 99-808). The

Cooperative Program Agreement provided $478,902 in FY 1999-2000 to two nonprofit organizations, Community Vocational Enterprises and Richmond Area Multi-Services, Inc., to provide vocational and employment services, of which $318,297, or 66.5 percent, was State funds, and $160,605, or 33.5 percent, was City funds.

The proposed resolution would expand this Cooperative Program Agreement in FY 1999-2000 by $77,551, from $478,902 to $556,453. Of the additional $77,551 in funds, $20,750 would be City funds, and $56,801 would be State funds. Therefore, the total amount of City funds to support the subject Cooperative Program Agreement in FY 1999-2000, would increase from $160,605, as approved by the Board of Supervisors in June of 1999, to $181,355, as proposed by this resolution.

Comments:

1. According to Mr. Jack Rabin of DPH, the proposed resolution would amend an existing Cooperative Program Agreement between the City and the State Department of Rehabilitation, increasing total program funding by $77,551 in FY 1999-2000, from $478,902 to $556,453, of which $20,750 would be City funds. Therefore, the resolution should be amended to authorize DPH to amend an existing Cooperative Program Agreement with the State Department of Rehabilitation, increasing the total amount of City funds by $20,750, from $160,605 to $181,355.

2. Mr. Rabin states that the subject funds would be provided to the Richmond Multi-Services, Inc., to provide services to 25 Russian-speaking clients for the six-month period from January 1, 2000 through June 30, 2000, increasing the total number of clients served from 185 to 210. The Attachment, provided by DPH, contains details for the Richmond Multi-Services, Inc. budget in the amount of $320,879, including the subject funds in the amount of $77,551.

3. The proposed resolution would waive: (1) the requirement contained in Sections 6.21 and 21.19 of the City's Administrative Code that the Cooperative Program Agreement include an indemnification of the City by the State Department of Rehabilitation for the infringement

of patent rights; and (2) the requirement contained in Section 6.57(c) of the City's Administrative Code that the Cooperative Program Agreement include a paragraph reciting the false claim provisions contained in Section 6.57(a) of the City's Administrative Code. According to Ms. Jean Fraser of the City Attorney's Office, these requirements apply to situations in which the City purchases goods or services, not when the City receives or passes through grant funds. Therefore, the waivers in this case are standard and pose minimal risk to the City, according to Ms. Fraser.

Recommendations: 1. As noted in Comment 1, amend the proposed resolution to expand an existing Cooperative Program Agreement between the City and the State Department of Rehabilitation, increasing the total amount of City funds by $20,750, from $160,605 to $181,355.

2. Approve the proposed resolution as amended.

Attachment

Richmond Area Multi-Services, Inc.

State Department of Rehab.

(Hire-Ability FY. 1999-2000 Budget *plus* Additional Funding Effective Jan. 2000)

Line #	PERSONNEL (includes salary & 18% fringe benefits)	FY 99-2000
1	Employment Placement Specialist II - Chinese Focus (100% FTE)	$38,657
2	Employment Placement Specialist I - Filipino Focus (100% FTE)	$37,170
3	Vocational Evaluator II (100% FTE)	$40,498
4	Employment Training Specialist II - Chinese Focus (100% FTE)	$34,362
5	Employment Training Specialist II- Filipino Focus (100% FTE)	$33,701
6	Administrative Assistant (50% FTE)	$14,726
7	Director of Vocational Services (50%FTE)	$30,680
8	Employment Placement Specialist I - Russian Focus (100% FTE)	$18,585
9	Employment Training Specialist I - Russian Focus (50% FTE)	$8,260
10	Vocational Evaluator I - Russian Focus (50% FTE)	$9,735
	Total personnel	$266,373
	OPERATING EXPENSES	
11	Rental Office ($0.77 x 1,699.17 Sq. ft. for 10 offices X 12 months)	$15,700
12	Office Supplies	$3,306
13	Duplication/Reproduction	$1,125
14	Milage	$1,215
15	Vocational Evaluation Materials	$1,048
16	Training	$314
	Total Operating Expenses	$22,708
	TOTAL DIRECT COST	$289,080
17	INDIRECT COST (11% of Direct Cost)	$31,799
	TOTAL AMENDED BUDGET	$ 320,879

Note: Calculation of Total Amended Budget:

FY. 1999 - 2000 contract renewal:	243,328
Plus: additional funding ($20,750 from SF City and State DR Match of $56,801):	77,551
Total Amended Budget for FY. 1999 -2000:	$320,879

Item 4 - File 99-2272

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, the collaborating institution responsible for the scientific conduct of the project entitled "Special Projects of National Significance (SPNS)", to enter into a subcontract in the amount of $7,448 with the University of California, San Francisco (UCSF), the primary contractor, retroactive to September 30, 1999, for the evaluation of the Action Point Adherence Project. This resolution states that this subcontract does not include patent infringement indemnification and false claim clauses.

Subcontract Amount: $7,448

Primary Contractor: University of California, San Francisco (UCSF)

Indirect Costs: $1,241 or 20 percent of personnel costs of $6,207

Subcontract Period: September 30, 1999 through September 29, 2000

Budget: The proposed budget, payable by UCSF to DPH, is as follows:

0.05 FTE Physician Specialist	$5,046	
Fringe Benefits	1,161	
Subtotal		6,207
Indirect Costs		1,241
Total		$7,448

The Attachment contains the budget details.

Description: The Action Point Adherence Project is an existing DPH program to assist homeless and other individuals, infected with the HIV virus, to adhere to the complicated medical treatments that are necessary to fight HIV. The subject subcontract with UCSF is part of a Federal Department of Health and Human Services grant provided to UCSF to conduct an evaluation of the effectiveness of the Action Point Adherence Project in decreasing hospitalizations and improving the quality of life for the targeted population.

The proposed resolution would authorize DPH to enter into a subcontract in the amount of $7,448 with UCSF to conduct the evaluation.

Comment:

1. Under the proposed subcontract with UCSF, Dr. Joshua Bamberger of DPH would be designated as the Project Director and would have responsibility for the scientific conduct of the project.

2. Dr. Bamberger states that the proposed resolution provides for retroactivity because DPH received the subcontract in early November, too late to request Board of Supervisors review and authorization before entering into the agreement. Dr. Bamberger reports that no funds have been expended.

3. The proposed resolution would waive: (a) the requirement contained in Sections 6.21 and 21.19 of the City's Administrative Code that the subcontract include an indemnification of the City by UCSF for the infringement of patent rights; and (b) the requirement contained in Section 6.57(c) of the City's Administrative Code that the subcontract with UCSF include a paragraph reciting the false claim provisions contained in Section 6.57(a) of the City's Administrative Code. According to Ms. Jean Fraser of the City Attorney's Office, these requirements apply to situations in which the City purchases goods or services, not when the City receives or passes through grant funds. Therefore, the waivers in this case are standard and pose minimal risk to the City, according to Ms. Fraser.

4. The proposed resolution contains a provision that authorizes the Director of Health to enter into similar agreements with UCSF if the subcontract recurs or is renewed.

Recommendation:

Approval of the proposed resolution is a policy matter for the Board of Supervisors since this resolution authorizes the Director of Health to enter into future agreements, similar to the subject subcontract Agreement, with UCSF if the subcontract recurs or is renewed, without obtaining subsequent approval by the Board of Supervisors.

ATTACHMENT B

DETAILED BUDGET FOR 01 BUDGET PERIOD

Co-Investigator	Joshua Bamberger, M.D.,	$ 100,920	5%	$ 5,046
Fringe Benefits - rate of 23%				$ 1,161
Direct Costs				$ 6,207
Indirect Costs - rate of 20%				$ 1,241
Total				$ 7,448

Item 5- File 99-2079

Department: Department of Public Health (DPH)

Item: Ordinance amending the San Francisco Health Code by adding Article 28 to authorize the Department of Public Health to issue medical cannabis user identification cards to individuals who qualify under California Health and Safety Code, Section 11362.5, as (a) users of medical cannabis, and (b) as primary caregivers to medical cannabis users.

Description: California Health and Safety Code Section 11362.5 permits seriously ill Californians to use marijuana, or cannabis, for medical purposes when a physician has deemed such use appropriate. Under Section 11362.5, seriously individuals who have received physician authorization for medical cannabis use, as well as primary caregivers to such individuals, are not subject to criminal prosecution for possessing cannabis for the qualified patient's medical use.

The proposed ordinance would amend the Health Code by adding Article 28 to authorize the Department of Public Health (DPH) to issue medical cannabis user identification cards to (a) individuals who qualify under California Health and Safety Code Section 11362.5 as users of medical cannabis and (b) primary caregivers to users of medical cannabis.

Comment: 1. According to Dr. Herminia Palacio of DPH, the DPH medical cannabis user identification card program would issue voluntary identification cards to medical cannabis users and their primary caregivers. The identification cards would carry the cardholder's picture, a unique serial number, and an expiration date. Additionally, the identification cards would display a message, advising that it is illegal to distribute or use marijuana for nonmedical purposes. Dr. Palacio states that the purpose of such cards would be to assist peace officers in identifying individuals who possess cannabis legally, in accordance with the California Health and Safety Code.

2. Dr. Palacio states that, under the proposed ordinance, DPH would not require a written application. However, Dr. Palacio advises that DPH would require an applicant for a medical cannabis user's identification card to provide (a) a signed physician's statement certifying that the physician recommends medical cannabis use for the applicant, (b) proof of identification, such as a California Driver's License, California State Identification, or a United States Passport, and (c) other pertinent information as required. Dr. Palacio also states that DPH would require an applicant for a primary caregiver's identification card to provide (a) a signed physician's statement certifying that the individual for whom the primary caregiver provides care is a qualified medical cannabis user, (b) proof of identification, and (c) other pertinent information as required.

3. According to Dr. Palacio, the medical cannabis user's and primary caregiver's identification cards would be valid for the length of time certified by the physician, up to a period of two years. After two years, the individual may apply for a renewal identification card.

4. Dr. Palacio also reports that, under the ordinance, falsification of documents to obtain a medical cannabis user's or primary caregiver's identification card would be deemed a misdemeanor and could result in a fine up to $250, imprisonment in County Jail for not more than three months, or by both such fine and imprisonment.

5. Dr. Palacio states that, under the proposed ordinance, DPH would be authorized to charge a fee, sufficient to cover the cost of processing the identification card, to every applicant to process the medical cannabis user's or primary caregiver's identification card. According to Dr. Palacio, costs of processing the identification card would include personnel and equipment costs. Dr. Palacio states that DPH does not have a fee estimate at this time, but that the identification card fee would be sufficient to cover the cost of processing the identification card, and that no General Fund monies would be used. According to Ted Lakey of the City Attorney's Office, under Charter Section 2.109, such fees would be subject to Board of Supervisors approval.

6. According to Dr. Palacio, DPH may waive the fee, partially or in whole, for applicants who are determined as unable to pay such fees. Dr. Palacio states that DPH would set the identification card fee at a sufficient amount to cover the DPH costs of processing identification cards for those limited number of individuals who would have had their fees waived.

Recommendation: Approval of the proposed ordinance is a policy matter for the Board of Supervisors.

Harvey M. Rose

cc: Supervisor Bierman
Supervisor Brown
Supervisor Yaki
President Ammiano
Supervisor Becerril
Supervisor Katz
Supervisor Kaufman
Supervisor Leno
Supervisor Newsom
Supervisor Teng
Supervisor Yee
Clerk of the Board
Controller
Legislative Analyst
Matthew Hymel
Stephen Kawa
Ted Lakey

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City and County of San Franci

Meeting Agenda

Public Health and Environment Committee

Members: Supervisors Sue Bierman, Amos Brown and Michael Yaki

Clerk: Gregoire Hobson

Thursday, January 27, 2000 **1:00 PM** **City Hall, Room 263**

Regular Meeting

Note: Each item on the Consent or Regular agenda may include the following documents:
1) Legislation
2) Budget Analyst report
3) Legislative Analyst report
4) Department or Agency cover letter and/or report
5) Public correspondence
These items will be available for review at City Hall, Room 244, Reception Desk.

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AGENDA CHANGES

CONSENT AGENDA

All matters listed hereunder constitute a Consent Agenda, are considered to be routine and will be acted upon by a single roll call vote of the Committee. There will be no separate discussion of these items unless a member of the Committee so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.

1. 000015 **[Grant funds for HIV/AIDS study designed to determine whether immunization with HIV vaccine protects at-risk persons from acquiring HIV infection]**

Resolution authorizing the Department of Public Health, Population Health and Prevention Division, HIV Research Section, to accept retroactively and expend a grant in the amount of $211,587 from the Public Health Foundation Enterprises, Inc. on the conduct and evaluation of ongoing Phase III HIV vaccine efficacy trials and to enter into an agreement which includes an indemnification clause and which does not include patent infringement indemnification and false claims clauses; providing for ratification of action previously taken. (Department of Public Health)

1/3/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this item be calendard at the January 27, 2000 meeting.

FOR PACKET OF AGENDA DOCUMENTS, ASK LIBRARIAN AT "GOVERMENT INFORMATION CENTER" DESK

2. 000070 **[New grant to be used by Public Health to develop a comprehensive evaluation plan for substance abuse prevention treatment services]**

Resolution authorizing the Department of Public Health, Population Health and Prevention, Community Mental Health Services, to accept retroactively and expend a grant in the amount of $246,423 from the Department of Health and Human Services, SAMHSA, for the San Francisco Practice/Research Collaborative Project and to enter into an agreement which does not include patent infringement indemnification and false claims clauses; providing for ratification of action previously taken. (Department of Public Health)

1/10/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this matter be calendared at the January 27, 2000 meeting.

3. 000086 **[Transfer of State General Funds to the County Mental Health Directors Association to provide early periodic screening, diagnosis and treatment services in fiscal year 1999-2000]**

Resolution endorsing the transfer of State General Funds from the State to the California Mental Health Directors Association for a contract to provide services to foster care and other Medi-Cal eligible children placed outside of San Francisco. (Department of Public Health)

1/12/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

4. 000100 **[New grant to promote healthy eating and physical activity among lower income San Franciscans receiving food stamps, especially women, children and students in 3 local high schools]**

Resolution authorizing the Department of Public Health, Population Health and Prevention Division, Community Health Services, to accept and expend grant funds of $158,395 from the California Department of Health Services to provide the Nutrition Network Project and to enter into an agreement which includes indemnification and rights in data clauses and which does not include patent infringement indemnification and false claims clauses. (Department of Public Health)

1/18/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this matter be calendared at the January 27, 2000 meeting.

5. 000106 **[Grant funds to be used by PUC-Hetch Hetchy for energy management activities in San Francisco]**

Resolution authorizing the General Manager of the Public Utilities Commission to apply for, accept and expend a grant of $75,000 from the U.S. Department of Energy and the Urban Consortium Energy Task Force; ratifying action previously taken. (Public Utilities Commission)

1/18/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this matter be calendared at the January 27, 2000 meeting.

REGULAR AGENDA

6. 000059 **[Alternatives to institutional care for Seniors/people with disabilities progress report]**

Supervisor Bierman

Hearing to follow Resolution No. 336-99, alternatives to institutional care for Seniors/people with disabilities, to consider progress made by City Departments in developing supportive housing alternatives to institutional care.

1/10/00, RECEIVED AND ASSIGNED to Housing and Social Policy Committee.
1/19/00, TRANSFERRED to Public Health and Environment Committee.

ADJOURNMENT

IMPORTANT INFORMATION

NOTE: Persons unable to attend the meeting may submit to the City, by the time the proceedings begin, written comments regarding the agenda items above. These comments will be made a part of the official public record and shall be brought to the attention of the Board of Supervisors. Any written comments should be sent to: Committee Clerk of the Public Health and Environment Committee, San Francisco Board of Supervisors, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102 by 5:00 p.m. on the day prior to the hearing. Comments which cannot be delivered to the committee clerk by that time may be taken directly to the hearing at the location above.

LEGISLATION UNDER THE 30-DAY RULE

(Not to be considered at this meeting)

Rule 5.43 provides that when an ordinance or resolution is introduced which would CREATE OR REVISE MAJOR CITY POLICY, the committee to which the legislation is assigned shall not consider the legislation until at least thirty days after the date of introduction. The provisions of this rule shall not apply to the routine operations of the departments of the City or when a legal time limit controls the hearing timing. In general, the rule shall not apply to hearings to consider subject matter when no legislation has been presented, nor shall the rule apply to resolutions which simply URGE action to be taken.

There are no items now pending in the Committee that fall under the 30-day Rule.

Meeting Procedures

The Board of Supervisors is the Legislative Body of the City and County of San Francisco. The Board has several standing Committees where ordinances and resolutions are the subject of hearings at which members of the public are urged to testify. The full Board does not hold a second public hearing on measures which have been heard in committee.

Board procedures do not permit persons in the audience at a Committee meeting to vocally express support or opposition to statements by Supervisors or by other persons testifying. Thus applause and booing are both contrary to Board requirements. The Board does not permit signs to be brought into the meeting nor displayed in the room.

Citizens are encouraged to testify at Committee meetings and to write letters to the Clerk of a Committee or to its members, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102.

Agenda are available on the internet at www.ci.sf.ca.us/bdsupvrs.bos.htm.

THE AGENDA PACKET IS AVAILABLE FOR REVIEW AT CITY HALL, ROOM 244, RECEPTION DESK.

Board meetings are televised on channel 26. For information about video tape copies and scheduling call (415) 557-4293.

Requests for foreign language translation at a meeting must be received by the Clerk of the Board of Supervisors at least 48 hours before the meeting. For meetings on a Monday or a Tuesday, the request must be made by noon of the last business day of the preceding week.

Disability Access

Both the Committee Room (Room 263) and the Legislative Chamber are wheelchair accessible. The closest accessible BART Station is Civic Center, three blocks from City Hall. Accessible MUNI lines serving this location are: #42 Downtown Loop, and the #71 Haight/Noriega and the F Line to Market and Van Ness and the Metro stations at Van Ness and Market and at Civic Center. For more information about MUNI accessible services, call 923-6142.

There is accessible parking in the vicinity of City Hall at Civic Center Plaza and adjacent to Davies Hall and the War Memorial Complex.

The following services are available when requests are made by 4:00 p.m. of the Friday before the Board meeting:

For American Sign Language interpreters, use of a reader during a meeting, or sound enhancement system, contact Violeta Mosuela at (415) 554-7704.

For a large print copy of agenda or minutes in alternative formats, contact Annette Lonich at (415) 554-7706.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the City to accommodate these individuals.

Know Your Rights Under the Sunshine Ordinance

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. The Sunshine Ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance (Chapter 67 of the San Francisco Administrative Code) or to report a violation of the ordinance, contact Rachel Arnstine-O'Hara by mail to Administrative Services, 1 Dr. Carlton B. Goodlett Place, Room 362, by phone at (415) 554-6171, by fax at (415) 554-6177 or by email at Rachel_ArnstineO'Hara@ci.sf.ca.us

Citizens interested in obtaining a copy of the Sunshine Ordinance can request a copy from Ms. Arnstine-O'Hara or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, at http://www.ci.sf.ca.us/bdsupvrs/sunshine.htm

PUBLIC HEALTH AND ENVIRONMENT COMMITTEE
S.F. BOARD OF SUPERVISORS
CITY HALL, ROOM 244
1 DR. CARLTON B. GOODLETT PLACE
SAN FRANCISCO, CA 94102-4689

IMPORTANT HEARING NOTICE!!!

File No. 000015

Committee Item No. 1
Board Item No. ______________

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST*

Committee Public Health & Environment **Date** 1/27/00

Board of Supervisors Meeting **Date** ______________

Cmte	Board	
☐	☐	**Motion**
☒	☐	**Resolution**
☐	☐	**Ordinance**
☐	☐	**Legislative Digest**
☒	☐	**Budget Analyst Report**
☐	☐	**Legislative Analyst Report**
☒	☐	**Department/Agency Cover Letter and/or Report**
☐	☐	**Public Correspondence**
☐	☐	**Exceeds 20 pages; see file to review**
☐	☐	**Sent to Board in advance of agenda preparation; available for review at reception desk, City Hall, Room 244**
☐	☐	**Other**

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Late Agenda Items (documents received too late for distribution to the Committee Members)

- ______________________________
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- ______________________________
- ______________________________

Completed by: Gail Johnson **Date** 1/25/00
Date ______________

***This list reflects the explanatory documents provided**

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FILE NO. 000015 **RESOLUTION NO.**________________

(Grant - Private)

AUTHORIZING THE DEPARTMENT OF PUBLIC HEALTH, POPULATION HEALTH AND PREVENTION DIVISION, HIV RESEARCH SECTION, TO ACCEPT RETROACTIVELY AND EXPEND A GRANT IN THE AMOUNT OF $211,587 FROM THE PUBLIC HEALTH FOUNDATION ENTERPRISES, INC. ON THE CONDUCT AND EVALUATION OF ON-GOING PHASE III HIV VACCINE EFFICACY TRIALS AND TO ENTER INTO AN AGREEMENT WHICH INCLUDES AN INDEMNIFICATION CLAUSE AND WHICH DOES NOT INCLUDE PATENT INFRINGEMENT INDEMNIFICATION AND FALSE CLAIMS CLAUSES; PROVIDING FOR RATIFICATION OF ACTION PREVIOUSLY TAKEN.

WHEREAS, The Department of Public Health has applied for and been awarded a grant from the Public Health Foundation Enterprises, Inc. in the amount of $211,587 on the conduct and evaluation of on-going Phase III HIV vaccine efficacy trials; and,

WHEREAS, As a condition of receiving the grant funds, the Public Health Foundation Enterprises, Inc. requires the City to enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the Board of Supervisors in File No. 000015; and,

WHEREAS, Public Health Foundation Enterprises, Inc. has indicated that it will not agree to any modification to the form of the Agreement; and,

WHEREAS, The Agreement contains a certain provision described below, which requires the approval of the Board of Supervisors; and,

WHEREAS, The Agreement does not contain certain provisions described below, which are required under the Administrative Code unless waived by the Board of Supervisors; and,

WHEREAS, The Board of Supervisors desires to authorize the Department of Public Health, on behalf of the City, to enter into the Agreement in order to receive and expend the grant funds for this and any future years; now, therefore, be it

RESOLVED, That the Department of Public Health is hereby authorized to accept retroactively and expend the grant funds pursuant to San Francisco Administrative Code section 10.170-1; and, be it

FURTHER RESOLVED, That the Director of Health is authorized to enter into the Agreement on behalf of the City; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby approves the provision in the Agreement pursuant to which the City indemnifies Public Health Foundation Enterprises, Inc. and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby waives the requirement contained in Sections 6.21 and 21.19 of the Administrative Code that the Agreement include an indemnification of the City by for the infringement of patent rights; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby waives the requirement contained in Section 6.57 (c) of the Administrative Code that the Agreement include a paragraph reciting the false claim provisions contained in Section 6.57 (a) of the Administrative Code; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of Public Health to enter into similar agreements with Public Health Foundation Enterprises, Inc. if the grant recurs or is renewed.

RECOMMENDED:

Mitchell Katz

Mitchell H. Katz, M.D.
Director of Health

APPROVED:

Sandy Ouye Mori

Health Commission

Office of the Mayor

Colleen Adams

Office of the Controller

Department of Public Health

CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET ANALYST

1390 Market Street, Suite 1025, San Francisco, CA 94102 (415) 554-7642
FAX (415) 252-0461

January 24, 1999

TO: Public Health and Environment Committee

FROM: Budget Analyst

SUBJECT: January 27, 1999 Public Health and Environment Committee Meeting

Item 1 - File 00-0015

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, Population Health and Prevention Division, HIV Research Section, to accept retroactively and expend a grant in the amount of $211,587 from the Public Health Foundation Enterprises, Inc., a nonprofit agency, on the conduct and evaluation of on-going Phase III HIV Vaccine Efficacy Trials. This resolution states that the subject grant does include an indemnification clause. Additionally, the resolution states that the subject grant would not include patent infringement indemnification and false claims clauses. The resolution also provides for ratification of action previously taken.

Grant Period: September 30, 1999 through September 29, 2003 (four years)

Grant Amount: $211,587 (first year)

Source of Funds: Public Health Foundation Enterprises, Inc.

Matching Funds: None required

Indirect Costs: $29,184

Budget: The summary budget for the first year of the subject grant is as follows:

Salaries and Fringe Benefits	$167,863	
Other*	14,540	
Total Direct Costs		182,403
Indirect Costs		29,184
Total Costs		$211,587

* According to Mr. Paul O'Malley of DPH, 150 study participants are reimbursed at the rate of $10 to $25 per clinic visit, depending on the length of the visit[1], for approximately 7 visits per participant per year, resulting in total estimated costs of $14,540.

Attachment I, provided by DPH, contains details to support the summary budget above.

Description: The proposed resolution would authorize DPH to accept and expend the first year of a four-year grant. The subject grant funds a study, conducted by DPH, to determine whether immunization with HIV vaccine protects at-risk persons from acquiring HIV infection. The study is a randomized, placebo controlled, multi-centered trial with a local enrollment of a minimum of 150 HIV-seronegative adult volunteers. Additionally, grant funds would be used to conduct an ancillary study on the various aspects of conducting and evaluating HIV vaccine trial-related activities, with a primary focus on epidemiologic, clinical, laboratory, and social-behavioral research. The name of the vaccine product used in this trial is "Bivalent AIDSVAX".

Comment: 1. According to Mr. O'Malley, Public Health Foundation Enterprises, Inc. has received funding from the Federal Centers for Disease Control and Prevention (CDC) to conduct an HIV vaccine efficacy clinical trial study. The subject grant, provided by Public Health Foundation Enterprises, Inc. to DPH, would be part of the funding provided by CDC to Public Health Foundation Enterprises, Inc.

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[1] Some visits are longer due to vaccinations and medical examination.

2. Mr. O'Malley states that the subject grant would be used to partially fund six existing DPH positions, as shown in Attachment I.

3. Mr. O'Malley reports that the resolution is retroactive because DPH has accepted the grant. However, according to Mr. O'Malley, no funds have been expended.

4.The proposed resolution would waive: (a) the requirement contained in Sections 6.21 and 21.19 of the City's Administrative Code that the agreement include an indemnification of the City by the CDC for the infringement of patent rights; and (b) the requirement contained in Section 6.57(c) of the City's Administrative Code that the Agreement include a paragraph reciting the false claim provisions contained in Section 6.57(a) of the City's Administrative Code. According to Ms. Paula Jesson of the City Attorney's Office, these requirements apply when the City purchases goods or services, not when the City receives funds from a grant. Therefore, Ms. Jesson advises that the waivers in this case are standard and pose minimal risk to the City.

5. According to Ms. Jesson, the indemnification clause in the contract was reviewed by the City Attorney, and approved by Keith Grand, City Risk Manager.

6. Attachment II is the Grant Application Information Form, provided by DPH.

7. DPH has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

8. The proposed resolution contains a provision that authorizes the Director of Health to enter into similar agreements with Public Health Foundation Enterprises, Inc. if the grant recurs or is renewed, without first obtaining Board of Supervisors approval. As noted above,

the subject grant in the amount of $211,587 is the first year of a four-year grant.

Recommendation: Approval of the proposed resolution is a policy matter for the Board of Supervisors since this resolution authorizes the Director of Health to enter into future agreements, similar to the subject agreement, if the grant recurs or is renewed, without obtaining subsequent approval by the Board of Supervisors.

BUDGET SUMMARY

Salaries	$ 134,290
Fringe Benefits	$ 33,573
Travel	$ 0
Equipment	$ 0
Supplies	$ 0
Contractual Services	$ 0
Other	$ 14,540
Total Direct Costs	$ 182,403
Indirect Costs	$ 29,184
Total	$ 211,587

San Francisco Department of Public Health (SFDPH)
Community Health Promotion and Prevention Branch
HIV Research

TASK I: HIV VACCINE EFFICACY TRIAL
TASK II: DESIGN HIV VACCINE-RELATED ANCILLARY STUDIES
BUDGET JUSTIFICATION

A. PERSONNEL
B. MANDATORY FRINGE

1. 0.40 2232 Chief, HIV Research Section, and Principal Investigator:
Susan Buchbinder, MD.
Salary $44,695
Mandatory Fringe Benefits (@ 25%= $11,174 $55,869

Duties of the Senior Physician Specialist are to serve as Principal Investigator with responsibilities for coordinating, supervising, and administrating all aspects of the Phase III preventive HIV vaccine trial and the design of the trial-related biomedical, laboratory, epidemiologic, social/behavioral ancillary studies. Main liaison for communicating with the Public Health Foundation Enterprise (PHFE), Centers for Disease Control and prevention (CDC), VaxGen Corporation, the University of California, San Francisco (UCSF), the City and County of San Francisco (CCSF) and other offices within the San Francisco Department of Public Health (SFDPH), other research collaborators, the local medical community, and community based organizations. Responsible for coordination of all local clinical studies and medical activities associated with this trial. Responsibilities include initiating and coordinating collaborative research efforts with basic scientists associated with this research project. In addition, the Senior Physician Specialist will perform some medical examinations, immunizations and clinical counseling of study participants.

2. 0.10 2230 Chief, HIV Clinical Studies, Project Director and Co-investigator:
Grant Colfax, MD.
Salary $2,506
Mandatory Fringe Benefits (@ 25% = $626 $3,132

Principal duties of the Physician Specialists are to serve as Project Director and Co-investigator. This position assumes direct responsibility for all epidemiological and statistical operations of the research section for this trial and the design of the trial-related biomedical, laboratory, epidemiologic, social/behavioral ancillary studies. Liaison with Public Health Foundation Enterprise and other collaborators for consultation and coordination of activities related to epidemiological data analysis. Directs all local statistical analyses of the SFDPH Phase III preventive HIV Vaccine trial, in consultation with the Principal Investigator, including analysis of demographic and behavioral risk factors for HIV infection. Supervises clinical staff and collaborates with Program and Data Managers for interaction with counseling and lab staff and implementing all analyses. The physician specialist will be responsible for overseeing the clinical evaluation and immunization of the research study participants. Oversees all aspects of data entry and data management, including design and implementation of these operations.

3. 1.00 2593 Health Program Coordinator III: Vacant
Salary $33,346
Mandatory Fringe Benefits (@ 25% = $8,337 $41,683

Principal duties for the Program Manager of the SFDPH Phase III HIV vaccine trial are directing field studies activities which includes community outreach and education, study recruitment and retention, study interviewing, investigative, counseling and administrative activities. Responsible for supervision and direction of the field duties staff. Responsible for coordination during the developmental phase of the ancillary studies associated with the AIDSVAX Phase III HIV vaccine trial. Main liaison with all supporting departments, agencies, organizations both inside and outside the Department of Public Health. Prepares monitoring and progress reports, budgets, and contracts. Supervises quality control of phlebotomy and infection control. Controls integrity of research project.

4. 0.10 2587 Health Care Worker III: Joao DeSales
Salary $3,870
Mandatory Fringe Benefits (@ 25% = $968 $4,838

Principal duties include informed consent, enrolling and retaining a minimum of 150 adult study participants at risk for HIV infection in the AIDSVAX SFDPH Phase III preventive HIV vaccine trial. Prepares for screening, interviewing, counseling and retaining for approximately eight visits per year. Performs Spanish speaking counseling for monolingual Spanish speaking participants and also spearheads outreach to Latino Community base organizations regarding this trial. Conducts venipuncture and specimen processing to numerous research laboratories. Assists in providing clinical and laboratory summaries for collaborators. Counsels of study participants includes HIV risk reduction techniques, especially in the context of participation in an HIV vaccine trial; HIV vaccine education, informed consent, and other research testing. Maintains documentation on data collected. Responsibilities for a variety of other tasks such as developing study instruments, manuals and forms; assuring that necessary supplies and equipment are available for studies, assists other counselors in conducting HIV vaccine trial.

5. 0.60 1003 IS Operator Senior: Belinda Van
Salary $24.936
Mandatory Fringe Benefits @ 25% = $6.234 $31.170

Responsible for setting up local data screens and entering research data onto microcomputers for SFDPH AIDSVAX Phase III HIV vaccine trial, including all interview, exam and screening forms and all laboratory results. Manages word processing documents for the section. Datafaxes Phase III trial data collection instruments to statistical center for this trial. Verifies and validates coded research data before computer entry: edits and checks computer output. Runs programs that generate weekly and monthly reports: written correspondence with study participants. Responsible for weekly tape back-up of all PC computers. Installs and maintains software on PC computers. Assists with slide and poster making for scientific presentations. Assists with filing and copying data collection forms. Verifies completion of consent forms.

6. 0.60 1003 IS Operator Senior: I. Lee
Salary $24.936
Mandatory Fringe Benefits @ 25% = $6.234 $31.170

Responsible for setting up local data screens and entering research data onto microcomputers for SFDPH AIDSVAX Phase III HIV vaccine trial, including all interview, exam and screening forms and all laboratory results. Manages word processing documents for the section. Datafaxes Phase III trial data collection instruments to statistical center for this trial. Verifies and validates coded research data before computer entry: edits and checks computer output. Runs programs that generate weekly and monthly reports: written correspondence with study participants. Responsible for weekly tape back-up of all PC computers. Installs and maintains software on PC computers. Assists with slide and poster making for scientific presentations. Assists with filing and copying data collection forms. Verifies completion of consent forms.

Total Personnel

Total Salaries	$ 134.290
Total Fringe	$ 33.573
TOTAL PERSONNEL:	$ 167.863

Attachment II
Page 1 of 2

File Number:____________________________

Grant Application Information Form

A document required to accompany a proposed resolution
Authorizing a Department to Accept & Expend Grant Funds

To: The Board of Supervisors
Attn. Clerk of the Board

The following describes the grant referred to in the accompanying resolution:

1. Department, Division, & Branch: Population Health and Prevention, Community Health and Safety, HIV Research Section.

2. Contact Person: Paul O'Malley. Telephone: 554-9072

3. Project Title: Conduct and Evaluation of On-Going Phase III HIV Vaccine Efficacy Trials

4. Grant Source Agency: Public Health Foundation Enterprise, Inc.

5. Type of Funds (Circle): Federal Federal-State (Pass-Through) State Local Private

6. Proposed (New/Continuation) Grant Project Summary This HIV/AIDS Phase III efficacy study is designed to determine whether immunization with HIV vaccine protects at-risk persons from acquiring HIV infection. It is a randomized, placebo controlled, multi-centered trial with a local enrollment of a minimum of 150 HIV-seronegative adult volunteers. Additional ancillary research studies will be designed and conducted on various aspects of conducting and evaluating HIV vaccine trial-related activities with a primary focus on epidemiologic, clinical, laboratory, and social-behavioral research. The name of the vaccine product used in this trial is "Bivalent AIDSVAX". Permanent civil service personnel are employed by this project and both process and outcome evaluations are planned.

7. Amount of Grant Funding Applied For: $ 211,587 for the first 12-month budget period of a proposed four year project.

8. Maximum Funding Amount Available (at time of application): $211,587 for the first 12-month budget period of a proposed four-year project; funding of subsequent years will be negotiated at a later date..

9. Required Matching Funds? (Circle): Yes No Cash In-kind

   If yes, list dollar amount and identify source of Matching Funds in Department Budget: N/A

10. Number of new positions created and funded: None

11. If new positions are created, explain the disposition of employee(s) once the grant ends: N/A

12. Are indirect costs eligible costs for this grant? (Circle): Yes No

If yes, please identify the amount of $s in indirect costs: $ 29,184

13. Amount to be spent on contractual services: None

14. a.) Will contractual services be put out to bid? (Circle): Yes No: N/A

    b.) If so, will contract services help to further the goals of the department's MBE/WBE requirements? : N/A

15. Is this request for contracting out likely to be: One Time or Ongoing? (CircleOne) N/A

16. Term of Grant: Start-Date: 9/30/99 End-Date: 9/29/03

17. Date You Were Notified That This Funding Was Available: July 1,1999

18. Grant Application Due Date: July 23, 1999

19. Grant Funding Guidelines and Options (selected from RFP, grant announcement or appropriations legislation):

    Centers for Disease Control and Prevention (CDC) Request for Proposal (RFP)
    No. 1999-N-00163

20. Department Head Approval: Mitchell Katz, M.D., Director of Health
    (To be obtained by Grant Manager)

    Signature

11/19/99

PHG

Office of the Mayor
San Francisco

Willie L. Brown Jr., Mayor

BOARD OF SUPERVISORS
00 JAN -3 PM 3:22
BY ______

MEMORANDUM

000015

OFFICE OF THE MAYOR
SAN FRANCISCO

TO: Gloria L. Young
Board of Supervisors

FROM: Department of Public Health

THROUGH: Mayor's Office

SUBJECT: Attached Grant Resolution
Regarding Phase III HIV Efficacy Trials

Please calendar the attached grant application for hearing by the Board of Supervisors. The total application of $211,587 includes $29,184 indirect costs.

City and County of San Francisco **Department of Public Healt**

December 21, 1999

Through: The Honorable Health Commission S.O.N.

Ms. Gloria L. Young
Clerk of the Board of Supervisors
1 Dr. Carlton B. Goodlett Place
Room 244
San Francisco, CA 94102

Dear Ms. Young:

Attached is a resolution authorizing the Department of Public Health, Population Health and Prevention Division, HIV Research Section, to accept retroactively and expend a grant in the amount of $211,587 and to enter into an agreement with Public Health Foundation Enterprises, Inc. on the conduct and evaluation of on-going Phase III HIV Vaccine Efficacy Trials.

This resolution is being submitted for review and approval by the Board of Supervisors pursuant to Section 10.170 of the San Francisco Administrative Code.

For your information, a copy of the summary of grant application is attached hereto.

The grant resolution is retroactive to accept these funds because the Department has received and accepted the award. The term of the grant is from September 30, 1999 to September 29, 2003.

The Department requests that this item be calendared for the Public Health and Environment Committee meeting of January 27, 2000.

For your consideration, I certify that funding of this program would be in the best interests of the City and County of San Francisco.

Very truly yours,

Barbara Garcia
Director, Population Health and Prevention

Mitchell H. Katz
Director of Health

Central Office **101 Grove Street** **San Francisco, CA 9410**

PUBLIC HEALTH
FOUNDATION
ENTERPRISES, INC.
13200 Crossroads Parkway North, Suite 135 • City of Industry • California 91746 • 562-699-7320 • fax 562-699-8856
P.O. Box 90786 • City of Industry, CA 91715-0786
Federal ID# 95-2557063

SERVICE AGREEMENT BETWEEN

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.,

AND THE

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

POPULATION HEALTH & PREVENTION

COMMUNITY HEALTH & SAFETY SERVICES

HIV RESEARCH SECTION

ON THE

CONDUCT AND EVALUATION OF ON-GOING

PHASE III HIV VACCINE EFFICACY TRIALS

CONDUCT AND EVALUATION OF ON-GOING PHASE III VACCINE EFFICACY TRIALS SERVICE AGREEMENT

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22. TERMINATION FOR NON APPROPRIATION

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ATTACHMENT I MASTER AGREEMENT

ATTACHMENT II RECOMMENDED BUDGET

CONDUCT AND EVALUATION OF ON-GOING PHASE III HIV VACCINE TRIALS SERVICE AGREEMENT

SECTION 1. PARTIES TO THE AGREEMENT

1.1 THIS AGREEMENT IS ENTERED INTO THIS _____ DAY OF ____ BY AND BETWEEN PUBLIC HEALTH FOUNDATION ENTERPRISES, INC., (PHFE), A PRIVATE NON-PROFIT CORPORATION LICENSED TO DO BUSINESS IN THE STATE OF CALIFORNIA, AND THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH (SFDPH) TO CONDUCT A PREVENTIVE HIV VACCINE EFFICACY TRIAL AND ANCILLARY STUDIES ASSOCIATED WITH THIS CLINICAL TRIAL UNDER THE DIRECTION OF CITY AND COUNTY'S DEPARTMENT OF PUBLIC HEALTH, HIV RESEARCH SECTION.

THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES RESPECT TO THE SUBJECT MATTER OF THIS CONTRACT.

SECTION 2. RECITALS

WHEREAS, the services of PHFE have been retained by the Centers for Disease Control and Prevention (CDC), United States Department of Health and Human Services, Atlanta, Georgia, to conduct an HIV vaccine efficacy clinical trial ("Study") and ancillary studies associated with this trial because PHFE has 30 years of cost-effective experience in the organization, management, and administration of public health services throughout California; and

WHEREAS, PHFE has been granted, through the authorities conveyed by Agreement with the CDC, the option to subcontract services and acquisitions for the benefit of the study ; and

WHEREAS, SFDPH has been working with PHFE on research applications associated with the development of study cohorts and the conduct of vaccine preparedness analyses and other HIV vaccine clinical trials , and

WHEREAS, the Study will further knowledge and advance medical science associated with the control of H/AIDS, and

WHEREAS, SFDPH HIV Research Section has experience and reputation as a center for HIV/AIDS research and a full knowledge of the authorities and requirements of the CDC Study; and

WHEREAS, it has been determined by PHFE and SFDPH to utilize the capabilities and experience of the HIV Research section in conducting the Study in the best interests of the objectives of the CDC Study, NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of Trustees of the Public Health Foundation Enterprises, Inc., and the San Francisco Department of Public Health, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, as follows:

This is a service agreement and subcontract to a Master Agreement, Attachment I to this document, between the Public Health Foundation Enterprises, Inc. and the Centers for Disease Control and Prevention, which will govern work as set forth in the following Sections and Attachments. The total dollar amount of all work pursuant shall not exceed the Contract Sum stated in Section 7 herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures and affixed their Seals this
__________ day of _____________, 1999.

For the City and County of San Francisco	For Public Health Foundation Enterprises, Inc.
____________________	Karen Garcia
____________________	Contract Manager
____________________	12-14-99
____________________	____________________
(SEAL)	(SEAL)

APPROVED AS TO FORM:

LOUISE RENNE
City Attorney

By____________________ 12/15/99
Deputy City Attorney Date

SECTION 3. APPLICABLE DOCUMENTS

This document and Attachment I hereto constitute the entirety of this Agreement. Any disagreement between this document and the Attachment shall be resolved in favor of the language of the Attachment I. This document establishes the services to be provided by PHFE and SFDPH, and stipulates that all terms and conditions of the Master Agreement shall govern actions of both parties hereto during the course of this Agreement.

SECTION 4. PROJECT RESPONSIBILITIES

4.1 CONTRACT MANAGEMENT RESPONSIBILITY SFDPH:

4.1.1 SFDPH has appointed a Contract Administrator for this Agreement.

4.1.2 The SFDPH Contract Administrator will be:

Paul M. O'Malley
25 Van Ness Avenue, #500
San Francisco, California 94102

4.1.3 SFDPH's contract administrator, or the Administrator's designee, will oversee this Agreement for the City and County of San Francisco, and will coordinate all matters related to deliverables, billing, and payment for services rendered hereunder.

4.1.4 SFDPH's contract administrator will further be responsible for assuring the quality of services provided under this Agreement, and for maintenance of standards of confidentiality, security, and accuracy that will assure a high level of performance to the specifications of this Agreement and its Attachments, and fulfillment of the study's stated objectives.

4.1.5 SFDPH's contract administrator will be responsible for maintaining a regular communication with PHFE's contract manager to assure all current information and documentation pertinent to the performance of this Agreement and achievement of its objectives are known and on file, that schedules established in the Master Agreement are met, and that standards of professional performance and employment qualification for all services provided under the authorities of this service agreement are observed.

4.1.6 Develop a project organization and recruit and assign persons qualified in medicine, epidemiology, disease control investigation, health education, and data management to perform the tasks outlined in Section 5, following, and Attachment I.

4.2 CONTRACT MANAGEMENT RESPONSIBILITY PHFE:

4.2.1 PHFE has appointed a Contract Manager for this Agreement.

4.2.2 The Contract Manager for PHFE will be:

Richard H. Midgley, Account Executive
Public Health Foundation Enterprises, Inc.
13200 Crossroads Parkway, North, Suite 135
City of Industry, California 91746

4.2.3 PHFE's contract manager, or the manager's designee, will oversee this Agreement for PHFE, and will coordinate all matters related to deliverables, billing, and payment for goods and services acquired and rendered hereunder and will administer the program's budget and accounts to assure full compliance with Master Agreement specifications and applicable regulations, rules, and laws as they apply to the operation of this Agreement.

4.3.4 PHFE's contract manager, or the manager's designee, will assure maintenance of full business records associated with this Agreement and its operations, and further assure that said records are preserved and safeguarded as stipulated in the Master Agreement's provisions (Attachment I).

SECTION 5. SERVICES

5.1 Services to be Provided by the City and County of San Francisco, Department of Public Health:

5.1.1 Under the auspices of the City and County of San Francisco's Department of Public Health, HIV Research section, conduct the study in accord with the requirements of contract and protocol which constitute Attachment I hereto, in summary:

5.1.2 Utilize a human study group consisting of a minimum of 150 consenting and study eligible members to be part of a cohort assembled under the prime contract.

5.1.3 Perform all tasks and develop statistics, files, reports, and product information in full accord with all the duties designated to the "PHFE/Study Center" incorporated in Attachment I and associated documentation.

5.2 Services to be Provided by Public Health Foundation Enterprises, Inc.

5.2.1 Establish a Chart of Accounts based on the budget data detail provided in Attachment I to assure ability to accumulate operating and expenditure information on a daily basis within all categories of expense.

5.2.2 Establish procedures and implement operations governing the recruitment and placement of individuals providing services pursuant to this Agreement.

5.2.3 Establish procedure and implement operations governing the procurement and maintenance of supplies and equipment, and travel authorized for application to the services pursuant to this Agreement.

5.2.4 Establish procedure and implement operations governing the preparation, completion, and transmission of all deliverables associated with the Master Agreement (Attachment I) and this Service Agreement, and the proper maintenance of records therefore.

SECTION 6. TERM

6.1 This Agreement shall be for a period of forty-eight months commencing upon the date of execution of the final signatory. The Agreement may be renewed, based upon an evaluation by PHFE and SFDPH as warranted by the need to assure appropriate completion of the CDC Study.

SECTION 7. CONTRACT SUM

7.1 The Contract Sum for this Agreement shall be for the total sum of $211,587, which sum is authorized for the payment of items and services specified in Attachment II, to this Agreement, "Budget".

7.2 PHFE is not obligated to assure that the entire Contract Sum will be expended over the term of the Agreement. Disbursements will be contingent upon the SFDPH billings and accounting practice. No PHFE obligation will be incurred separate from invoiced charges, governed by the terms and conditions of Attachment I, invoiced from SFDPH.

SECTION 8. INVOICES AND PAYMENTS

8.1 SFDPH shall direct all inquires relative to equipment purchases, salary payments, finanacial documentation, budget adjustments, and other requirements through the PHFE Contract Manager.

8.2 SFDPH will adhere to budget limitations and authorities as outlined in the Master Agreement, Attachment I, in submitting invoices and requesting payments. No adjustment will be made in these allowances except through duly authorized amendments to this Agreement, (Section 9), and the Master Agreement.

8.3 SFDPH will warrant that all purchases and other expenditures will comply with the certifications specified in Attachment I pertaining to equal opportunity, avoidance of conflict of interest, and other fairness and disclosure regulations contained therein.

SECTION 9. CHANGES AND AMENDMENTS

9.1 Changes and amendments to this Agreement shall be accomplished in the following manner:

For all changes, inclusive of those affecting cost, a notice of change in the form of a memo or letter shall be provided by SFDPH, identifying the budget elements involved in the change, and including a justification for the change. If the change are recommended which are inconsistent with grant-in-aid guidelines or regulatory controls, then the effect of the limitations must be made clear and appropriate documentation provided so that PHFE may work with regulatory or granting agencies to assure the validity of the change before permitting a formal action of change. PHFE will undertake to facilitate rather than limit changes requested by SFDPH, requiring primarily that there be full documentation of the authority for modification of this Agreement.

SECTION 10. NOTICES

10.1 Except as may otherwise be provided herein, when either party to this Agreement has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of any responsibility under this Agreement, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party. In either case, notice will be forwarded to the Contract Administrator and Contract Manager

SECTION 11. ASSIGNMENT

11.1 SFDPH shall not delegate its duties and/or assign its rights hereunder, nor transfer such rights and responsibilities through merger or acquisition to any other party, either wholly or in part, without the prior written consent of PHFE. Any delegation or assignment attempted by any other means shall be void.

SECTION 12. INDEPENDENT CONTRACTOR STATUS

12.1 This Agreement is by and between PHFE and SFDPH and is not intended and shall not be construed as creating a relationship of agent, servant, employee, partnership, joint venture, or partnership between the parties hereto.

SECTION 13. INDEMNIFICATION

13.1 SFDPH and PHFE do agree to indemnify, defend and save harmless each other, including the other's agents, officers and employees from and against any and all liability and expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, copyright infringement, or property damage arising from or connected with services performed pursuant to this Agreement, except arising from willful negligence or misconduct

13.2 SFDPH and PHFE shall each maintain a program of insurance or self insurance which will assure compliance with the requirements of SECTION 13.1, including but not limited to Worker's Compensation, and comprehensive general liability insurance.

SECTION 14. COMPLIANCE WITH LAWS

14.1 SFDPH agrees to comply with all applicable Federal, State, and Local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

14.2 SFDPH agrees to hold PHFE harmless from any loss, damage, or liability resulting from a violation on the part of SFDPH or its agents, of such laws, rules, regulations and ordinances.

SECTION 15. RECORD RETENTION AND INSPECTION

15.1 SFDPH agrees that all records pertinent to this Agreement shall be made accessible to PHFE or its agents for purposes of audit, excerpt, copying, or transcribing. Such materials, including pertinent cost accounting, finance, and proprietary data, must be kept and maintained by SFDPH during the period of this Agreement and for a period of four (4) years after completion of this Agreement unless PHFE's written permission is given to dispose of material prior to this time.

SECTION 16. NONDISCRIMINATION IN EMPLOYMENT

16.1 SFDPH certifies that all persons employed by it under terms of this Agreement will be treated equally without regard to race, religion, ancestry, national origin, sex, age, condition of physical handicap, marital status, sexual orientation, or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations and shall otherwise conduct the business of this Agreement in accord with the certifications incorporated in the Master Agreement, Attachment I.

16.2 SFDPH shall deal with bidders and vendors providing goods and services pursuant to this Agreement without regard to race, religion, ancestry, national origin, sex, age, condition of physical handicap, marital status, sexual orientation, or political affiliation and shall otherwise conduct the business of this Agreement in accord with the certifications incorporated in the Master Agreement, Attachment I.

SECTION 17. COVENANT AGAINST CONTINGENT FEES

17.1 SFDPH and PHFE warrant that no person or selling agency has been employed or retained to secure this Agreement or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

SECTION 18. PROPRIETARY RIGHTS

18.1 PHFE retains the right to participate in proprietary benefits associated with the results of this Agreement to the extent Attachment I (the Master Agreement) associated with this Agreement and PHFE's status as a 501c3 agency, permits.

SECTION 19. EMERGENCY CONDITIONS, WORK ACTIONS, ACCIDENTS

19.1 SFDPH must be willing provide services contracted for during any work action or strike.

19.2 SFDPH must report any accident arising out of performance of this agreement involving employees or the public to PHFE immediately.

SECTION 20. CONFLICT OF INTEREST/CONTRACTS PROHIBITED

20.1 The signatories warrant that no employee of either may influence the award of this Agreement, or have any other direct or indirect financial interest in this Agreement.

SECTION 21. WAIVER

21.1 No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement.

SECTION 22. TERMINATION FOR NON-APPROPRIATION

22.1 PHFE's obligation under this Agreement is payable only and solely from funds appropriated for the purposes of this Agreement and conveyed under terms and conditions of the Master Agreement, Attachment I. In the event that these signatories to the Master Agreement fail to appropriate or convey funding for this Agreement for any period of the Agreement's term, PHFE may exercise the right to terminate this Agreement upon the expenditure of currently appropriated funds. PHFE shall notify SFDPH within a minimum of thirty (30) days prior to such action.

SECTION 23. AUTHORIZATION WARRANTY

23.1 SFDPH represents and warrants that the parties executing this Agreement are authorized agents who have the actual authority to bind SFDPH on each and every one of the terms, conditions, and obligations set forth herein.

23.2 SFDPH represents and warrants that the prices quoted and agreed herewith have been arrived at independently without consultation, communication, or agreement with any other party for purposes of restricting competition.

CONDUCT AND EVALUATION OF ON-GOING PHASE III HIV VACCINE EFFICACY TRIAL AGREEMENT

ATTACHMENT I

MASTER AGREEMENT

OMB NO. 0990-0115

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ▶ RATING

PAGE 1 OF PAGES 19

2. CONTRACT *(Proc. Inst. Ident.)* NO. 200-1999-00129

3. EFFECTIVE DATE 30 Sep 99

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

SSUED BY CODE

Centers for Disease Control and Prevention (CDC)
Procurement and Grants Office, Contracts Mgmt Br.
2920 Brandywine Road, Room 3208
Atlanta, GA 30341-4146
Sherry Smallwood / (770) 488-2641

6. ADMINISTERED BY *(If other than Item 5)* CODE

DUPLICATE ORIGINAL

7. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

Public Health Foundation Enterprises, Inc.
13200 Crossroads Parkway, N., Suite 135
City of Industry, CA 91746

TIN: 95-2557063

CODE FACILITY CODE

8. DELIVERY ☐ FOB ORIGIN ☐ OTHER *(See below)*

9. DISCOUNT FOR PROMPT PAYMENT Net 30

10. SUBMIT INVOICES *(4 copies unless otherwise specified)* TO THE ADDRESS SHOWN IN: ▶ ITEM G.1

11. SHIP TO/MARK FOR CODE

Not Applicable

12. PAYMENT WILL BE MADE BY CODE 4342

Centers for Disease Control and Prevention (CDC)
Financial Management Office (FMO)
PO Box 15580
Atlanta, GA 30333-

13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304 (c)( ) ☐ 41 U.S.C. 253 (c)( )

14. ACCOUNTING AND APPROPRIATION DATA

Approp: 7590943 Allow: 9-A2AL5 CAN: 9921-4338
Obj Class: 25.55 Amount: $469,259.00

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	"See Section B"				

15G. TOTAL AMOUNT OF CONTRACT → $ 1,585,626.00

16. TABLE OF CONTENTS

(√)	SEC.	DESCRIPTION	PAGE(S)	(√)	SEC.	DESCRIPTION	PAGE(S)
		PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	17-18
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	3	X	J	LIST OF ATTACHMENTS	19
X	D	PACKAGING AND MARKING	4			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	5		K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	By Ref.
X	F	DELIVERIES OR PERFORMANCE	6-7				
X	G	CONTRACT ADMINISTRATION DATA	8-12		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	13-16		M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return ______ copies to Issuing office.)* Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☒ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number 1999-N-00163 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER *(Type or print)*
AREN GARCIA, CORPORATE MANAGER

19B. NAME OF CONTRACTOR
BY Karen Garcia
(Signature of person authorized to sign)

19C. DATE SIGNED 9-29-99

20A. NAME OF CONTRACTING OFFICER
Rebecca B. O'Kelley

20B. UNITED STATES OF AMERICA
BY Rebecca B O'Kelley
(Signature of person authorized to sign)

20C. DATE SIGNED 9/30/99

NSN 7540-01-152-8069
PREVIOUS EDITION UNUSABLE

26-107

STANDARD FORM 26 (REV. 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

Section B - Supplies Or Services and Prices/Costs

ITEM	SUPPLIES / SERVICES	QUANTITY / UNIT	UNIT PRICE	EXTENDED PRICE
0001	Conduct and Evaluation of On-Going Phase III HIV Vaccine Efficacy Trials	1 Job	$1,585,626.00	$1,585,626.00

B.1 Compensation - Incrementally Funded Cost Reimbursement Contract

(a) It is estimated that the total cost to the Government for full performance of this contract will be $1,585,626.00. The contract requirements shall be comprised of 3 tasks (identified in the Statement of Work), of which the estimated total cost to the Government for each task is as follows:

Task 1	
Phase 1 (09/30/1999 – 09/29/2000):	$284,848.00
Phase 2 (09/30/2000 – 09/29/2001):	$184,997.00
Phase 3 (09/30/2001 – 09/29/2002):	$168,687.00
Phase 4 (09/30/2002 – 09/29/2003):	$ 66,995.00
Task 2 (09/30/1999 – 09/29/2000):	$184,411.00
Task 3	
Phase 1 (09/30/2000 – 09/29/2001):	$272,182.00
Phase 2 (09/30/2001 – 09/29/2002):	$214,799.00
Phase 3 (09/30/2002 – 09/29/2003):	$208,707.00

(b) Total funds currently available for payment and allotted to this contract are $469.259.00. For further provisions on funding, see Federal Acquisition Regulation (FAR) clause 52.232-22 entitled "Limitation of Funds" identified in Section I of the contract.

(c) It is estimated that the amount of funds currently allotted to this contract will cover performance of work which is scheduled to be completed by September 29, 2000. The Contractor is not authorized to begin performance of additional phases until notified in writing by the Contracting Officer.

(d) The Contracting Officer may allot additional funds to the contract without concurrence of the Contractor.

Section C - Description/Specification/Work Statement

C.1 Statement of Work

The Contractor shall, as an independent organization and not as an agent of the Government, provide all the necessary services, qualified personnel, materials, equipment, and facilities to implement the FDA-approved HIV vaccine trial protocol VAX 004 (BB-IND 7426), "A Phase III Trial.to Determine the Efficacy of Bivalent AIDSVAX B/B Vaccine in Adults at Risk of Sexually Transmitted HIV-1 Infection in North America". In addition, the contractor shall conduct additional "sub-studies" of the VAX 004 trial to focus on other VAX 004 trial-related epidemiologic, laboratory, and social-behavioral research in accordance with the Statement of Work located in section J of this contract.

Section D - Packaging And Marking

D.1 Method of Delivery

Unless otherwise specified by the Government, delivery of the items identified in Section F, DELIVERY SCHEDULE, shall be made by First Class Mail.

Section E - Inspection And Acceptance

E.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.arnet.gov/far/

FAR SOURCE	TITLE AND DATE
52.246-8	Inspection of Research and Development – Cost-Reimbursement (Apr 1984)
52.246-8 Alternate I	(Apr 1984)

E.2 Inspection and Acceptance (May 1998)

Inspection and acceptance of all work performed under this contract shall be by the Contracting Officer or a duly authorized representative.

Section F - Deliveries Or Performance

F.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.arnet.gov/far/

FAR SOURCE	TITLE AND DATE
52.242-15	Stop-Work Order (Aug 1989)
52.242-15 Alternate I	(Apr 1984)

F.2 PERIOD OF PERFORMANCE

The performance period shall be 4 years from the contract award date.

F.3 DELIVERY SCHEDULE

The contractor shall furnish to the Project Officer, National Center for HIV, STD, and TB, Division of HIV/AIDS Prevention - Surveillance and Epidemiology, HIV Vaccine Unit, Centers for Disease Control and Prevention, Mailstop E-45, Atlanta, Georgia 30333, the following items in the quantities and during the time period listed.

In addition, one copy of all progress reports and one copy of the final report shall be furnished to the Contracting Officer, Centers for Disease Control and Prevention, Procurement and Grants Office, Contracts Management Branch, 2920 Brandywine Road, Room 3208, Atlanta, GA 30341.

ITEM	DESCRIPTION	QTY	DELIVERY
1.	Draft Sub-Study Guidelines.	1*	Within 60 days after contract award
2.	Final Sub-Study Guidelines.	1*	Within 90 days after contract award
3.	Draft Sub-Study Protocol(s).	5**	Within 30 days after individual assignment
4.	Final Sub-Study Protocol(s).	5**	Within 60 days after individual assignment
5.	Travel to Atlanta	7 trips	To be scheduled after contract awards.
6.	Annual Progress Report	3 Copies	30 days after the end of each phase.
7.	Quarterly Progress	1	Within 10 days of the end of each quarterly time period.
8.	Data Collection	1 Copy	Mode of collection, mode, and frequency of delivery will be identified at time of approval of study protocol(s)

9.	Lab Specimens	X sample(s)	Specimen type, mode of collection, mode and frequency of delivery will be identified at time of approval of study protocol(s)
10.	Draft Final Report	3 Copies	45 days after the end of the final task of the contract is completed
11.	Final Report	1 Copy	No later than 60 days after the final task of the contract is completed.

**The Steering Committee will define the framework for all trial-related studies to be conducted. Full participation of contractor principal investigators on the committee is an obligatory condition of this contract. Single sub-study protocols will be further developed as per research guidelines established in the core study protocol.*

*** Sub-Study protocols will be developed as per guidance set forth in the framework and guidelines established by the steering committee, which will be developed soon after the contracts have been awarded. The quantity of sub-study protocols to be developed (5), is an estimate. The actual number of sub-studies may vary according to the research agenda.*

Section G - Contract Administration Data

G.1 Contract Payments

(a) Contractor voucher requests for reimbursement shall conform to the form, format and content requirements of the attached HHS Billing Instructions for Negotiated Cost Type Contracts, as may be supplemented by specific instructions of the Contracting Officer.

(b) Contractor voucher requests for reimbursement shall be submitted in a timely manner at least every 3 months (i.e., quarterly) in an original and four (4) copies, to the following address:

Centers for Disease Control and Prevention
Procurement and Grants Office, Contracts Management Branch
Attention: Contracting Officer
2920 Brandywine Road
Atlanta, Georgia 30341

(c) Contractor voucher requests for reimbursement that do not meet the above stated requirements will not be processed for payment by the Government; and, will be returned to the contractor for correction.

G.2 Negotiated Indirect Cost Rates

(a) Notwithstanding the provisions of the clause entitled Allowable Cost and Payment in Section I, Contract Clauses, allowable indirect costs under this contract shall be obtained by applying negotiated indirect rates to bases agreed upon by the parties, as specified below.

(b) Pending establishment of final rates for any period, the Contractor shall be reimbursed for allowable indirect costs at the following rate(s):

Effective Period	Category	Type	Rate	Base
09/30/1999 – until amended	Indirect	Provisional	9.5%	Modified total direct costs

G.3 Payments by Electronic Funds Transfer (Jul 1999)

(a) The Government shall use electronic funds transfer to the maximum extent possible when making payments under this contract. FAR 52.232-34, Payment by Electronic Funds Transfer–Other than Central Contractor Registration, incorporated by reference in Section I, requires the contractor to designate in writing a financial institution for receipt of electronic funds transfer payments.

(b) The contractor shall make the designation by submitting the form titled "ACH Vendor/Miscellaneous Payment Enrollment Form" to the address indicated below. Note: The form is either attached to this contract (see Section J, List of Attachments) or may be obtained by contacting the Contracting Officer or the CDC Financial Management Office at (404) 687-6666.

(c) In cases where the contractor has previously provided such designation, i.e., pursuant to a prior contract/order, and been enrolled in the program, the form is not required.

(d) The completed form shall be mailed after award, but no later than 14 calendar days before an invoice is submitted, to the following address:

Centers for Disease Control & Prevention (CDC)
Financial Management Office
Post Office Box 15580
Atlanta, GA 30333

G.4 Reimbursement of Cost (Jul 1999)

(a) For the performance of this contract, the Government shall reimburse the Contractor the cost (hereinafter referred to as allowable cost) determined by the Contracting Officer to be allowable in accordance with the clause entitled Allowable Cost and Payment in Section I, Contract Clauses. Examples of allowable costs include, but are not limited to, the following:

(1) All direct materials and supplies which are used in the performing of the work provided for under the contract, including those purchased for subcontracts and purchase orders.

(2) All direct labor, including supervisory , that is properly chargeable directly to the contract, plus fringe benefits.

(3) All other items of cost budgeted for and accepted in the negotiation of this basic contract or modifications thereto.

(4) Special expenditures which, upon request from the Contractor, the Contracting Officer approves as being an allowable cost under this contract.

(5) All travel costs plus per diem or actual subsistence for personnel while in an actual travel status in direct performance of the work and services required under this contract. These costs will be in accordance with the Contractor's policy and subject to the following:

(i) Air travel shall be by the most direct route using "air coach" or "air tourist" (less than first class) unless it is clearly unreasonable or impractical (e.g., not available for reasons other than avoidable delay in making reservations, would require circuitous routing or entail additional expense offsetting the savings on fare, or would not make necessary connections).

(ii) Rail travel shall be by the most direct route, first class with lower berth or nearest equivalent.

(iii) Costs incurred for lodging, meals, and incidental expenses shall be considered reasonable and allowable to the extent that they do not exceed on a daily basis the per diem rates set forth in the Federal Joint Travel Regulation (JTR).

(iv) Travel via privately owned automobile shall be reimbursed at not more than the current General Services Administration (GSA) JTR established milage rate.

(v) Consultant services as approved by the Contracting Officer during the course of the contract.

(b) Except as stated herein, the Contractor shall not incur costs unless the prior written authorization of the Contracting Officer has been obtained. When costs are incurred without such prior authorization, with the intent of claiming reimbursement as direct costs, it shall be at the contractor's risk.

G.5 Property Administrator (May 1998)

The Chief of Material Management Branch, PGO, Centers for Disease Control and Prevention (CDC), is hereby designated as the Property Administrator for this contract. The Contractor agrees to furnish information regarding the Government property under this contract to the Property Administrator, an authorized representative, or a duly designated successor(s). The Contractor shall identify each item of equipment furnished by the Government to the Contractor or acquired by the Contractor using contract funds, with a suitable decal, tag, or other marking, as prescribed by the Property Administrator, and shall follow the guidance set forth in the "Contractor's Guide for Control of Government Property," a copy of which will be furnished upon request.

G.6 Contracting Officer (Jul 1999)

(a) The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds. No person other than the Contracting Officer can make any changes to the terms, conditions, general provisions, or other stipulations of this contract.

(b) No information, other than that which may be contained in an authorized modification to this contract, duly issued by the Contracting Officer, which may be received from any person employed by the United States Government, or otherwise, shall be considered grounds for deviation from any stipulation of this contract.

G.7 Contract Communications/Correspondence (Jul 1999)

The Contractor shall identify all correspondence, reports, and other data pertinent to this contract by imprinting thereon the contract number from Page 1 of the contract.

G.8 Reimbursement for Independent Research and Development Projects (May 1998)

(a) The primary purpose of the Health and Human Service (HHS) is to support and advance independent research within the scientific community. This support is provided in the form of contracts and grants totaling approximately 7 billion dollars annually. PHS has established effective, time tested and well recognized and accepted procedures for stimulating and supporting this independent research by selecting from multitudes of proposals those research projects most worthy of support within the constraints of its appropriations. The reimbursement of independent research and development costs not incidental to product improvement, through the indirect cost mechanism, would circumvent this competitive process.

(b) To ensure that all research and development projects receive similar and equal consideration, all offerors may compete for direct funding fro independent research and development projects they consider worthy of support by submitting those projects to the appropriate Public Health Service grant and/or contract office for review. Since these projects may be submitted for direct funding, the successful offeror agrees that no costs for any independent research and development project, including applicable indirect costs will be claimed under any contract resulting from this request.

G.9 Project Director (May 1998)

Work and services will be conducted under the direction of Susan Buchbinder, M.D.

The Government reserves the right to approve any necessary successor to the Project Director.

G.10 Co-Project Officers

Dr. William Heyward and Dr. Kate MacQueen are hereby designated as the Co-Project Officers for this contract. The Co-Project Officers are responsible for guiding the technical aspects of the project. The Co-Project Officers shall not make any commitments or authorize any changes that affect the contract price, terms, or conditions; any such changes shall be referred to the Contracting Officer for action.

G.11 Evaluation of Contractor Performance

(a) Purpose

As required under FAR 42.1502, the Contractor's performance will be evaluated by the Government on an annual basis. The purpose of this evaluation is to provide current information for source selection purposes and will therefore be marked "Source Selection Information".

(b) Performance Evaluation Period

The Contractor's performance will be evaluated at the conclusion of each 12 month period of performance.

(c) Completion Due Date

The Government will complete the performance evaluation by the 10th of the month following the end of the performance evaluation period.

(d) Evaluators

The performance evaluation will be completed jointly by the Co-Project Officers and the Contracting Officer.

(e) Performance Evaluation Factors

The Contractor's performance shall be evaluated in accordance with the "Performance Evaluation Report" provided as an Attachment in Section J.

(f) Contractor Review

A copy of the evaluation will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor shall submit comments, rebutting statements, or additional information to the Contracting Officer within 30 calendar days after receipt.

(g) Resolving Disagreements Between the Government and the Contractor

Disagreements between the parties regarding the evaluation will be reviewed at a level above the Contracting Officer. The ultimate conclusion on the performance evaluation is a decision of the contracting agency.

Copies of the evaluation, Contractor's response, and review comments, if any, shall be retained as part of the evaluation.

(h) Release of Contractor Performance Evaluation Information

The completed evaluation shall not be released to other than Government personnel and the Contractor whose performance is being evaluated. Disclosure of such information could cause harm both to the commercial interest of the Government and to the competitive position of the Contractor being evaluated as well as impede the efficiency of Government operations.

(i) Source Selection Information

Departments and agencies shall share past performance information with other departments and agencies when requested to support future award decisions. The information may be provided through interview and/or by sending the evaluation and comment document to the requesting source selection official.

(j) Retention Period

The past performance information shall not be retained to provide source selection information for longer than three years after completion of contract performance.

G.12 Subcontracting Program Reports

(a) The Contractor shall submit the reports listed below in accordance with the instructions and within the time periods specified on the report forms:

Standard Form 294, Subcontracting Report for Individual Contracts
Standard Form 295, Summary Subcontract Report

(c) In addition to the reporting information specified on the report forms, the Contractor shall provide, in the "Remarks" block of each Standard Form 294 submitted, a narrative of the progress made in fulfilling the small business and small disadvantaged business subcontracting goals contained in its approved plan.

(d) The Contractor shall report to the Contracting Officer any difficulties encountered in achieving the goals and shall describe the action being taken to overcome the difficulties.

Section H - Special Contract Requirements

H.1 Government Property

For non-profit organizations and educational institutions only, the Government reserves the right to either supply the Contractor (as Government-furnished property) or authorize the Contractor to purchase (as Contractor-acquired property), any equipment determined by the Contracting Officer to be necessary and in the best interest of the Government for the performance of this contract.

The Contractor must obtain an approval by the Contracting Officer prior to the purchase of any equipment of which the cost will be directly billed to the contract. The Contractor's request to purchase equipment using contract funds must include a description of the equipment, the estimated cost, a justification explaining why the equipment is essential to the direct performance of the contract, and a statement that the equipment would be used exclusively for the direct performance of the contract.

Title to all property furnished by the Government shall vest with the Government. Title to equipment purchased with contract funds and having an acquisition cost of less than $5,000 shall vest in the Contractor upon acquisition; provided, that the Contractor obtained the Contracting Officer's approval before each acquisition. Title to equipment purchased with contract funds and having an acquisition cost of $5,000 or more shall vest with the Government.

H.2 352.280-(b): Protection of Human Subjects

(a) The Contractor agrees that the rights and welfare of human subjects involved in research under this contract shall be protected in accordance with 45 CFR Part 46 and with the Contractor's current Assurance of Compliance on file with the Office for Protection from Research Risks, National Institutes of Health, Public Health Service. The Contractor further agrees to provide certification at least annually that the institutional review board has reviewed and approved the procedures which involve human subjects in accordance with 45 CFR Part 46 and the Assurance of Compliance.

(b) The Contractor shall bear full responsibility for the performance of all work and services involving the use of human subjects under this contract in a proper manner and as safely as is feasible. The parties hereto agree that the Contractor retains the right to control and direct the performance of all work under this contract. Nothing in this contract shall be deemed to constitute the Contractor or any subcontractor, agent or employee of the Contractor, or any other person, organization, institution, or group of any kind whatsoever, as the agent or employee of the Government. The Contractor agrees that it has entered into this contract and will discharge its obligations, duties, and undertakings and the work pursuant thereto, whether requiring professional judgment or otherwise, as an independent Contractor without imputing liability on the part of the Government for the acts of the Contractor or its employees.

(c) If at any time during performance of this contract, the Contracting Officer determines, in consultation with the Office for Protection from Research Risks (OPRR), National Institutes of Health (NIH), that the Contractor is not in compliance with any of the requirements and/or standards stated in paragraphs (a) and (b), above, the Contracting Officer may immediately suspend, in whole or in part, work and further payments under this contract until the Contractor corrects such noncompliance. Notice of the suspension may be communicated by telephone and confirmed in writing. If the Contractor fails to complete corrective action within the period of time designated in the Contracting Officer's written notice of suspension, the Contracting Officer may, in consultation with OPRR, NIH, terminate this contract in whole or in part, and the Contractor's name may be removed from the list of those Contractors with approved Health and Human Services Human Subject Assurances.

H.3 Notice of Restricted Award

The awardee's OPRR Multiple Project Assurance number is M-1169. This contract requires the awardee to participate in the development and implementation of new study protocols involving human subjects. Under governing regulations, Federal funds which are administered by the Centers for Disease Control and Prevention (CDC) shall not be expended by the awardee for research involving human subjects, nor shall human subjects be involved in research activities by the awardee under this award unless satisfactory evidence of approval by the awardee's Institutional Review Board for the Protection of Human Subjects (IRB) is submitted to CDC by the awardee within 40 days of development of the protocol by the Steering Committee. Each performance site (if any) must also assure compliance with 45 CFR 46 and receive the IRB's approval before expenditure of funds or involvement of human subjects. The present award is being made without evidence of IRB approval with the following restriction: only activities which do not directly involve human subjects (i.e., are clearly severable and independent from those activities that do not involve human subjects) may be conducted by the awardee or individual performance sites pending IRB approval of their respective protocols.

H.4 Inclusion of Women and Racial and Ethnic Minorities in Research

It is the policy of the Centers for Disease Control and Prevention (CDC) and the Agency for Toxic Substances and Disease Registry (ATSDR) to ensure that individuals of both sexes and the various racial and ethnic groups will be included in CDC/ATSDR supported research projects involving human subjects, whenever feasible and appropriate. Racial and ethnic groups are those defined in OMB Directive No. 15 and include American Indian, Alaskan Native, Asian, Pacific Islander, Black, and Hispanic. Offerors shall ensure that women, racial, and ethnic minority populations are appropriately represented in proposals for research projects involving human subjects. Where clear and compelling rationale exist that inclusion is inappropriate or not feasible, this situation must be explained as part of the proposal. This policy does not apply to research studies when the investigator cannot control the race, ethnicity, and/or sex of subjects. Further guidance to this policy is contained in the Federal Register notice dated September 15, 1995.

H.5 Prohibition on the Use of Appropriated Funds for Lobbying Activities (Jul 1999)

The contractor is hereby notified of the restrictions on the use of Department of Health and Human Service's funding for lobbying of Federal, State and Local legislative bodies.

Section 1352 of Title 10, United Stated Code (Public Law 101-121, effective 12/23/89), among other things, prohibits a recipient (and their subcontractors) of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds (other than profits from a federal contract) to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions; the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement. For additional information of prohibitions against lobbying activities, see FAR Subpart 3.8 and FAR Clause 52.203-12.

In addition, the current Department of Health and Human Services Appropriations Act provides that no part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support, or defeat legislation pending before the Congress, or any State or Local legislature except in presentation to the Congress, or any State or Local legislative body itself.

The current Department of Health and Human Services Appropriations Act also provides that no part of any appropriation contained in this Act shall be used to pay the salary or expenses of any contract or grant recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress, or any State or Local legislature.

H.6 Smoke Free Environment (Jul 1999)

In compliance with Department of Health and Human Services (DHHS) regulations, all contractor personnel performing work within CDC/ATSDR facilities shall observe the CDC/ATSDR smoke-free working environment policy at all times. This policy prohibits smoking in all CDC/ATSDR buildings and front of buildings which are open to the public. This policy is also applicable to contractor personnel who do not work full-time within CDC/ATSDR facilities, but are attending meetings within CDC/ATSDR facilities.

H.7 Office Equipment (May 1998)

Notwithstanding any other provision of this contract, the Contractor shall not purchase or lease under this contract any items of general office equipment, including office furniture or machines (copiers, facsimile machines, shredders, etc). Recovery of the cost of such items shall be allowable only to the extent that is it properly allocable in the indirect cost charged to this contract. Computer and printer equipment is not considered to be general office equipment, but rather, a tool to assist in performing the requirements of the contract and must be acquired in accordance with section H.1 of the contract.

H.8 Identification of Data (May 1998)

The Contractor shall identify the technical data delivered to the Government as required by this contract with the number of the contract and the name and address of the Contractor or subcontractor that generated the data.

H.9 Small Business and Disadvantaged Small Business Subcontracting Plan (May 1998)

The Contractor's Small Business and Disadvantaged Small Business Subcontracting Plan, as negotiated, submitted in response to Solicitation No. 1999N00163, is hereby incorporated into this contract by reference.

H.10 Incorporation of Technical Proposal (May 1998)

The Contractor's technical proposal, including all revisions thereto, submitted in response to Solicitation No. 1999N00163 is hereby incorporated into the contract by reference. The Contractor shall perform the work substantially as set forth in the technical proposal. Any revisions to the technical proposal that would significantly alter the technical approach must be approved in writing by the Contracting Officer. In the event of a conflict between Section C, Statement of Work, and the Contractor's technical proposal, Section C will take precedence.

H.11 Key Personnel (May 1998)

The key personnel cited below are considered essential to the work being performed under the contract. If these individuals leave the Contractor's employ or are reassigned to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion or replacement shall be made by the Contractor without the written consent of the Contracting Officer.

Personnel	Title
Susan Buchbinder, MD	Principal Investigator

H.12 Privacy Act Provisions

The Privacy Act is not applicable to this contract. Records will be part of the contractors' already established record systems. Personally identifiable data will not be transmitted to the Centers for Disease Control and Prevention (CDC).

H.13 Participant Care Costs

Participant care costs not exclusively attributable to the protocol in which the participant is enrolled will not be reimbursed as allowable costs under this contract. Only protocol-related research costs will be reimbursed. This contract shall not be used as a source of payment for routine services which participants would otherwise normally receive.

H.14 Review and Comment (May 1998)

All materials developed or information of whatever nature resulting from work performed under this contract shall be submitted to the Project Officer for review and comment prior to publication or dissemination.

Section I - Contract Clauses

I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.arnet.gov/far/

FAR SOURCE	TITLE AND DATE
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 1995)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activities (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payment to Influence Certain Federal Transactions (Jun 1997)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (Jun 1996)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.215-2	Audit and Records - Negotiation (Aug 1996)
52.215-2 Alternate II	(Apr 1998)
52.215-8	Order of Precedence - Uniform Contract Format (Oct 1997)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 1997)
52.216-7	Allowable Cost and Payment (Apr 1998)
52.216-11	Cost Contract - No Fee (Apr 1984)
52.216-11 Alternate I	(Apr 1984)
52.219-8	Utilization of Small Business Concerns (Jan 1999)
52.219-9	Small Business Subcontracting Plan (Jan 1999)
52.219-16	Liquidated Damages--Subcontracting Plan (Jan 1999)
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Jan 1999)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-3	Convict Labor (Aug 1996)
52.222-26	Equal Opportunity (Feb 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999)
52.223-2	Clean Air and Water (Apr 1984)
52.223-6	Drug-Free Workplace (Jan 1997)
52.223-14	Toxic Chemical Release Reporting (Oct 1996)
52.225-11	Restrictions on Certain Foreign Purchases (Aug 1998)
52.227-1	Authorization and Consent (Jul 1995)
52.227-1 Alternate I	(Apr 1984)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
52.227-14	Rights in Data -- General (Jun 1987)
52.227-14 Alternate IV	(Jun 1987)
52.230-2	Cost Accounting Standards (Apr 1998)
52.230-6	Administration of Cost Accounting Standards (Apr 1996)
52.232-9	Limitation of Withholding of Payments (Apr 1984)
52.232-17	Interest (Jun 1996)

52.232-20	Limitation of Cost (Apr 1984)
52.232-22	Limitation of Funds (Apr 1984) This clause supersedes the Limitation of Cost clause found in the General Provisions of this contract.
52.232-23	Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment (Jun 1997)
52.232-34	Payment by Electronic Funds Transfer - Other than Central Contractor Registration (May 1999)
52.233-1	Disputes (Dec 1998)
52.233-3	Protest After Award (Aug 1996)
52.233-3 Alternate I	(Jun 1985)
52.237-3	Continuity of Services (Jan 1991)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-3	Penalties for Unallowable Costs (Oct 1995)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (Jul 1995)
52.243-2	Changes -- Cost-Reimbursement (Aug 1987)
52.243-2 Alternate V	(Apr 1984)
52.244-2	Subcontracts (Aug 1998)
52.244-2 Alternate II	(Aug 1998)
52.244-5	Competition in Subcontracting (Dec 1996)
52.244-6	Subcontracts for Commercial Items and Commercial Components (Oct 1998)
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jan 1986)
52.245-5 Alternate I	(Jul 1985)
52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (Sep 1996)
52.251-1	Government Supply Sources (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)

HHSAR SOURCE	TITLE AND DATE
352.202-1	Definitions (Apr 1984)
352.202-1 Alternate I	(Apr 1984)
352.216-72	Additional Cost Principals (Oct 1990)
352.228-7	Insurance -- Liability to Third Persons (Dec 1991)
352.232-9	Withholding of Contract Payment (Apr 1984)
352.233-70	Litigation and Claims (Apr 1984)
352.242-71	Final Decisions on Audit Findings (Apr 1984)
352.270-7	Paperwork Reduction Act (Apr 1984)

Section J - List Of Attachments

1	Statement of Work
2	Billing Instructions for Negotiated Cost Type Contracts
3	Contractor Performance Evaluation Report
4	SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form
5	SF 294, Sucontracting Report for Individual Contracts
6	SF 295, Summary Subcontract Report

Attachment J.1

Statement of Work

C.1 Project Identification and Purpose

This project is entitled "Conduct and Evaluation of On-going Phase III HIV Vaccine Efficacy Trials." The purpose of this contract is to augment research activities of a select number of clinical sites currently conducting phase III efficacy trials using a recombinant HIV gp120 AIDSVAX™ vaccine produced by VaxGen, Inc. of Brisbane, CA. The Contractor shall conduct multiple tasks (continuation of ongoing AIDSVAX™ trial activities; protocol development for research activities involving HIV vaccine related epidemiologic, laboratory and social-behavioral studies; and conduct of research activities detailed in approved study protocols) of an HIV clinical vaccine efficacy trial in populations at risk for HIV infection.

C.2 Background and Need

Approximately 57 clinical sites across the United States are currently implementing the FDA-approved HIV vaccine trial protocol VAX 004 (BB-IND 7426), "A Phase III Trial to Determine the Efficacy of Bivalent AIDSVAX™ B/B Vaccine in Adults at Risk of Sexually Transmitted HIV-1 Infection in North America", and receive technical oversight and funding from VaxGen, Inc., the manufacturer of AIDSVAX™.

VaxGen, Inc. has agreed to allow CDC to co-sponsor a small number of the current VAX 004 study sites in order for CDC to have access to the VAX 004 trial participants and data, as well as to conduct the additional VAX 004 trial-related epidemiologic, laboratory, and social-behavioral research sub-studies. As a result, the CDC anticipates awarding a contract to some (up to 8) of the current VAX 004 study sites.

As trial co-sponsor, the Centers for Disease Control and Prevention (CDC) is interested in (1) obtaining the research data generated from the VAX 004 trial, and (2) conducting additional "sub-studies" (using the participants enrolled and data generated from the VAX 004 trial) to focus on other VAX 004 trial-related epidemiologic, laboratory, and social-behavioral research. The research data from the VAX 004 trial and related sub-studies will enable CDC to carry out its public health mission by gaining knowledge and experience from HIV vaccine efficacy trials to aid in the development of guidelines and recommendations for public health departments and other HIV prevention partners.

Each selected contract site will continue to implement the VAX 004 trial as per the current FDA approved protocol to determine the protective efficacy of AIDSVAX™, and to confirm its safety and immunogenicity. Furthermore, in the process of carrying out the VAX 004 trial, the contractors will conduct additional trial-related research which may include epidemiologic and laboratory studies of HIV incidence and genetic characterization of incident HIV infections, social-behavioral research on risk factors for infection, HIV risk behavior change associated with trial participation, social harm and discrimination, and participant/site/community factors associated with the successful implementation of HIV vaccine efficacy trials. These additional studies will be implemented concurrently and become integrated into trial site activities supporting the VAX 004 trial implementation. The total target enrollment for activities under the resultant contracts will be approximately 1000 trial enrollees (all contract study sites combined), and may include further enrollment of non-trial study comparison group participants of numbers equal to the anticipated trial participant enrollment at each site.

C.3 Contract Requirements

The Contractor shall, as an independent organization and not as an agent of the Government, furnish all the necessary services, qualified personnel, material, equipment, and facilities to perform the following contract requirements:

A. Task 1: Continue implementation of the FDA approved VAX 004 Protocol

(Estimated period of performance for this task is 9/30/1999 - 9/29/2003, to be performed in 4 phases of 12 months duration each)

The contractor shall continue implementation of all aspects of the FDA approved VAX 004 protocol. The contract will support routine trial-related activities (screening, recruiting, enrollment, follow-up, data and specimen collection, record-keeping, and reporting on trial subjects), which will continue according to the VAX 004 trial protocol, and other established operational guidelines. The CDC will in no way adversely impact the daily implementation of the approved trial protocol, particularly in terms of clinical quality controls, specified technical parameters, and established cost reimbursement structures.

B. Task 2: Develop Sub-Study Protocols

(Estimated period of performance for this task is 9/30/1999 - 9/29/2000)

As a result of the contracts awarded for this procurement, a Steering Committee will be established to guide the development of sub-study protocols. The Steering Committee membership will include principal investigators of each contractor; principal investigators from VaxGen, Inc., and the CDC project officers.

The contractor shall work in collaboration with other members of the Steering Committee to develop and finalize approximately 5 sub-study protocols of the VAX 004 clinical trial that will address, but not be limited, to the following study topics:

1. HIV incidence and characterization of incident infection studies.

   Develop and finalize VAX 004 trial related sub-study protocols to identify HIV incident infections, to determine adequate trial population size, and to genetically characterize HIV virus within a study population using the 3A11-LS assay, PCR, viral load assays, and other diagnostic research laboratory tools.

   CDC is presently collaborating with investigators in a number of U.S. cities to identify HIV incident infections (by the 3A11-LS assay) among men who have sex with men and other high-risk groups, and to genetically characterize these viruses. Some of these studies are being conducted in the same cities in which clinical sites are presently recruiting and enrolling persons in the VAX 004 clinical trial. In cities, where both the phase III efficacy trial, CDC activities and other viral characterization activities are concurrently being conducted, the CDC seeks to determine HIV incidence among high-risk persons not participating in the trial, but located in the same city, and genetically characterize these viruses. From these data, the adequacy of trial sample size for the determination of vaccine efficacy can be assessed, and in addition, genetic characterization of these incident viruses will permit a better analysis of vaccine efficacy. In parallel, the 3A11-LS assay will also be used to retroactively screen persons seeking enrollment into the trial with viral characterization of these incident viruses.

2. -Trial-related social and behavioral studies.

Develop and finalize VAX 004 trial related sub-study protocols to evaluate several social and behavioral issues which are critical to this and future efficacy trials. Sub-studies may include:

a) Development of optimal strategies for identifying and recruiting persons at greatest risk of HIV infection;

b) Identification of determinants of, and development of interventions to minimize loss to follow-up;

c) Evaluation of informed consent processes and development of methods to enhance participants' understanding of trial concepts;

d) Defining the extent and determinants of unblinding, and development of interventions to minimize unblinding;

e) Assessment of behavior change among trial participants and non-participants to determine if HIV risk behavior change is associated with trial participation, perceived vaccine protection, or other factors;

f) Assessment of trial site factors associated with successful trial outcomes such as recruitment, follow-up and protocol compliance.

Collaboration with other contractors in the development of trial-related sub-studies will include, but not be limited, to the following:

a) Presence at approximately 3 meetings between CDC and other contractors to discuss the overall sub-study objectives and to develop sub-study protocols. The Government anticipates that each meeting will be located in Atlanta, Georgia, and will be of approximately 3 days duration;

b) Active participation in bi-weekly conference calls along with other CDC contractors during the development of sub-study protocols.

c) Development of technical materials or written components to be included in the protocol(s) being considered; and

d) Active input into the consensus process necessary to finalize all protocols developed during the contract period.

C. **Task 3:-Implement Sub-Study Protocols**
(Estimated period of performance for this task is 9/30/2000 - 9/29/2003, to be performed in 3 phases of 12 months duration each)

As necessary approvals and final clearances (CDC and local IRB's, and other applicable requirements) are obtained for the VAX 004 trial-related sub-study protocols developed under task 2 above, the contractor shall begin implementation of the sub-study protocols.

The following set of core activities may be performed based on the individual study protocol(s) developed: data collection via survey instrument administration (most likely computer assisted, at an average 25 pages per survey instrument); data delivery and analysis; specimen collection and shipment; and possible clinical and social-behavioral interventions.

Each site will structure the provision of services and associated costs based upon their own anticipated number of enrollees into the VAX 004 clinical trial. The number of enrollees at each site shall be consistent with the institutional capacity to recruit, retain, and follow those enrolled in the trial and those which may be enrolled as part of non-trial study comparison groups.

The contractor shall work in collaboration with other members of the Steering Committee to plan and execute final data analysis and other activities related to the publication of research findings resulting from studies funded under this contract.

Contractor representation on the Steering Committee, as required by this task will include, but not be limited, to:

a) Presence at approximately 4 Steering Committee meetings to conduct data analysis, abstract preparation, presentations, evaluation of activities, and publication of research findings. The Government anticipates that each meeting will be located in Atlanta, Georgia, and will be of approximately 3 days duration;

b) Development of technical materials or written components of the data analysis, abstract preparation, presentations, evaluation of activities, and publication of research findings; and

c) Active input into the consensus process necessary to finalize the data analysis, abstract preparation, presentations, evaluation of activities, and publication of research findings.

Attachment J.2

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

BILLING INSTRUCTIONS

for

Negotiated Cost-Type Contracts

Introduction

Reimbursement procedures related to negotiated cost-type contracts require that Contractors submit to the Government adequately prepared claims. The instructions that follow are provided for Contractors' use in the preparation and submission of invoices or vouchers requesting reimbursement for work performed. The preparation of invoices or vouchers as outlined below will aid in the review and approval of claims and enable prompt payment to the Contractor.

1. Forms to Be Used

   In requesting reimbursement, Contractors may use the regular Government voucher form, Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal, and Standard Form 1035, Continuation Sheet, or the Contractor's own invoice form. If the Contractor desires to use the Government's standard forms, a request for the forms should be submitted to the Contracting Officer. If the Contractor uses his own invoice, the billing must conform with the instructions set forth herein.

2. Submission of Invoices or Vouchers

   Invoices or vouchers must be submitted *at least quarterly* in *an original and four (4) copies* to the following address:

   Centers for Disease Control and Prevention
   Contracts Management Branch, PGO
   Attention: Contracting Officer
   2920 Brandywine Road, Room 3208
   Atlanta, Georgia 30341

   REMINDER: The original and each copy should be easily identifiable. Vouchers should be *collated*. Failure to submit vouchers in the proper format will delay your payment.

3. Finance Office

The address of the paying office is as follows:

Financial Management Office
Centers for Disease Control and Prevention
Atlanta, Georgia 30333

NOTE: Do ***not*** send your invoices directly to the Financial Management Office. They must be processed through the Contracts Management Branch.

4. Preparation of Invoices or Vouchers

a. EXHIBIT I - Summary of All Costs

As shown on the attached Standard Form 1034, identified as EXHIBIT I (SAMPLE), a summary of all current costs ***must*** be shown. This summary consists of a list identifying the general categories and the amounts incurred during the period covered by the billing, together with the portion of fixed fee (if any) payable for that period. The reimbursable costs incurred and the dates of the period for which the charges are claimed ***must*** fall within the period specified in the contract.

b. EXHIBIT II - Details of Costs Claimed

As shown on the attached Standard Form 1035, identified as EXHIBIT II (SAMPLE), a detailed breakdown *must* be provided to substantiate the categories shown on the summary of costs (see EXHIBIT I). The following describes some of the categories that might appear on your billings:

(1) Direct Labor

Direct Labor costs consist of salaries and wages paid for scientific, technical, and other work performed directly for the contract and pursuant to the contract terms. Labor costs, excluding fringe benefits and overtime premium pay, will be billed as follows:

List the titles and amounts for employees whose salaries or wages, or portions thereof, were charged to the contract; show the rate (or hours) worked, and amount for each individual. The cost of direct labor which is charged directly to the contract must be supported by time records maintained in the contractor's office.

(2) **Fringe Benefits**

If it is the Contractor's established practice to treat fringe benefits as a direct cost, such costs should be billed separately as a single item.

NOTE: Fringe benefits, bonuses, etc., are usually treated as indirect costs for inclusion in the overhead pool; however, they may be treated as direct labor costs or as an "Other Direct Charge" if such treatment is in accordance with the Contractor's established accounting procedures.

(3) **Materials and Supplies**

Only those items which the Contractor normally treats as "direct costs" should be claimed under this heading. Major classifications of material *only* should be billed separately under appropriate classification. Items costing less than $25.00 may be listed by category of materials or supplies. Show the description and dollar amount of individual classifications. All such charges *must be supported* by the Contractor's office records.

(4) **Premium Pay**

Premium pay is the difference between the rates and amounts paid for overtime or shift work and amount normally paid on a straight time basis. Generally such pay is not included in the direct labor base and *should not be included* in the billing for "direct labor" unless the Contractor has consistently followed this practice in the past as a matter of policy. Premium pay of any kind unless provided for in the contract *must* be authorized by the Contracting Officer *in advance.* Billings for unauthorized premium pays have caused frequent delays in payment due to suspensions and exchange of correspondence. Citations of authorization for premium pay will avoid delays in payment. Authorized premium pay may be shown as a single item on the summary of costs. However, it must be separately itemized for each position, or job category, showing the amount, and a citation of the Contracting Officer's letter of authorization on the continuation sheet of the invoice or voucher.

(5) **Travel**

When authorized in the contract as a direct cost, travel costs which are directly related to specific contract performance may be billed as a direct cost. Travel cost detail should show:

(a) Name of traveler and official title

(b) Purpose of trip

(c) Dates of departure and return to starting point (station or airport)

(d) Transportation costs, identified as to rail, air, private automobile (including mileage and rate) and taxi

(e) If claim for subsistence is on per diem basis, show number of days, rate and amount, as authorized in contract.[1] If claim is based on actual cost of subsistence, show, on a daily basis, the amounts claimed for lodging and meals separately.

(f) Reference to Contracting Officer's letter of authorization if required by contract

(6) **Consultant Fees**

Identify the consultant by name, number of days utilized, and amount of fee.

(7) **Equipment**

Nonexpendable personal property *must* be specifically approved in writing by the Contracting Officer or authorized by the terms of the contract. Billing data should include a description of item, make model, quantity, unit cost, total cost, and the date approved by the Contracting Officer, if applicable. A copy of the vendor's bill may be submitted in lieu of the identifying information.

(8) **Burden**

Pending establishment of final contract indirect cost rates for each of the Contractor's fiscal years, the Contractor will be reimbursed based on his submittal of provisional rates as set forth in the contract. The contract may provide for more than one type indirect cost rate, such as overhead rate, and general and administrative expense rate, in which case the direct cost bases (e.g., direct labor, total direct cost, etc.) and the application of the several rates must be shown and billed separately.

(9) **Fixed Fee**

Ordinarily the fixed fee is stated in the contract as a lump sum and may be billed in the ratio of incurred costs to total estimated cost as set forth in the contract, with the final 15 percent to be billed on the final invoice or voucher. Contract terms govern the method of payments.

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[1] For purposes of computing per diem charges in lieu of actual subsistence charges, unless otherwise provided in the contract, a day is divided into four quarters which begin at 12 midnight, 6:00 AM, 12 noon, and 6:00 PM. For example, at an authorized per diem rate of $35.00 per day, a traveller who departed at 9:15 AM on July 15 and returned at 6:45 PM on July 18 would be entitled to $131.25.

c. EXHIBIT III - Cumulative Amount Claimed

As shown on the attached Standard Form 1035, identified as EXHIBIT III (SAMPLE), the Contractor must show the cumulative amounts claimed by categories from the contract award date through the date of the current invoice or voucher, as well as the estimated cost to complete per category.

Attachment J.3

CONTRACTOR PERFORMANCE REPORT (COST TYPE CONTRACTS) (OMB No: 9000-0142)

[ ] Final [ ] Interim - Period Report: From________________ To ______________

1. Contractor Name and Address:

2. Contract Number:________________________

3. Contract Value (Base Plus Option):

____

4. Contract Award Date:

____

Contract Completion Date:

____

5. Type of Contract: (Check all that apply) [ ] CPFF - Completion [ ] CPFF - Term [ ] CPIF [ ] CPAF [ ] CR [ ] ID/IQ [ ] BOA [ ] Requirements [ ] Labor Hour [ ] T&M [ ] SBSA 8(a) [ ] SBIR [ ] Sealed Bid [ ] Negotiated [ ] Competitive [ ] Non-Competitive [ ]Other (Specify)________

6. Description of Requirement:

7. Ratings. Summarize contractor performance and circle in the column on the right the number which corresponds to the performance rating for each rating category. Please see page three for explanation of rating scale.

QUALITY OF PRODUCT OR SERVICE Comments:________________________	0 1 2 3 4 5 +
COST CONTROL Comments:________________________	0 1 2 3 4 5 +
TIMELINESS OF PERFORMANCE Comments:________________________	0 1 2 3 4 5 +
BUSINESS RELATIONS Comments:________________________	0 1 2 3 4 5 +
TOTAL	

MEAN SCORE (Di total rating above the number of areas rated): ______

8. KEY PERSONNEL

Project Manager: Name: ____________________ Employment Dates ____________________
Comments/Rating:

Name: ____________________ Employment Dates ____________________
Comments/Rating:

Name: ____________________ Employment Dates ____________________
Comments/Rating:

Name: ____________________ Employment Dates ____________________
Comments/Rating:

9. Would you select this firm again? Please explain.

10. Project Officer Name:
Signature:
Date:

11. CONTRACTORS REVIEW: Were comments, rebuttals, or additional information provided? [ ] No [ ] Yes. Please attach comments.

12. Contractor Name:
Phone:
Fax:
Internet address:
Signature:
Date:

13. AGENCY REVIEW: Were contractor comments reviewed at a level above the contracting officer? [ ] No [ ] Yes. Comments attached.

14. FINAL RATINGS: Re-assess the Block 7 ratings based on contractor comments and agency review. Validate or revise as appropriate.

Quality __________ Cost Control __________ Timeliness __________ Business Relations ______

Mean Score (Add the ratings above and divide by number of areas rated): ____________________

15. Contracting Officer's Name: ____________________ Signature: ____________________

Phone: ____________________ Date: ____________________
FAX#: ____________________
Internet Address: ____________________

CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS

Block 1:	Contractor Name and Address. Identify the specific division being evaluated if there is more than one.
Block 2:	Contract number of contract being evaluated.
Block 3:	Contract value shall include base plus options. If funding was increased or decreased during the instant evaluation period, the value in this block should reflect the change.
Block 4:	Contract award date and anticipated or anticipated contract completion date.
Block 5:	Type of contract: Check all that apply.
Block 6:	Provide a brief description of the work being done under the contract and identify the key performance indicators. This description will allow agencies calling for reference checks to compare statements of work.
Block 7:	Circle rating in far right column and provide brief narrative for each of the categories rated. Indicate the contract requirements that were exceeded or were not met by the contractor and by how much. Also calculate the mean score of the ratings.
Block 8:	List the names and employment dates of the contractor's key personnel. This will provide a record of how long these managers worked on the contract. If there were many changes in these managers a second page may be necessary. On the comment/rating line briefly describe the managers performance.
Block 9:	If given a choice, please explain why you would or why you would not select the contractor for this contract again.
Block 10:	The program office person most familiar with the contractor's performance should sign this block. The rating is a combined program office, contracting officer decision. The contracting officers signature in block 15, signifies concurrence with this rating and the final rating, if a revised rating is necessary.
Blocks 11-12:	The contractor may provide comments but must sign block 12 to indicate review of the rating.
Block 13:	If the contractor and contracting officer are unable to agree on a final rating, an agency review at a level above the contracting officer is required.
Block 14 :	Adjust the ratings assigned in block 7, if appropriate, based on any comments, rebuttals, or additional information provided by the contractor and, if necessary, bu the agency review. Calculate a mean score of the contractor's performance.
Block 15:	The contracting officer's signature certifies concurrence with the initial and final ratings.

RATING GUIDELINES

ummarize contractor performance in each of the rating areas. Assign each area a rating of 0 (Unsatisfactory), 1 (Poor), 2 (Fair), 3 (Good), 4 (Excellent), or ++ (Plus). Us the following instructions as guidance in making these evaluations.

	Quality of Product/Service	Cost Control	Timeliness	Business Relations
	-Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence	-Within budget (over/under targeted costs) -Current, accurate, and complete billings -Relationship of negotiated costs to actuals -Cost efficiencies -Change orders	-Net interim milestones -Reliable -Responsive to technical direction -Completed on time, including wrap-up and contract administration -No liquidated damages assessed	-Effective Management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of problems -Reasonable/cooperative -Flexible -Pro-active -Effective contractor recommended solutions -Effective small/small disadvantaged business subcontracting program
0. Unsatisfactory	Nonconformances are compromising achievement of contract requirements despite use of Agency resources	Cost issues are compromising performance of contract requirements	Delays are compromising the achievement of contract requirements, despite use of Agency resources.	Response to inquiries technical/service/ administrative issues is not effective and responsive
1. Poor	Nonconformances require major Agency resources to ensure achievement of contract requirements	Cost issues require major Agency resources to ensure achievement of contract requirements	Delays require major Agency resources to ensure achievement of contract requirements	Response to inquiries technical/service/ administrative issues is marginally effective and responsive
2. Fair	Nonconformances require minor Agency resources to ensure achievement of contract requirements	Cost issues require minor Agency resources to ensure achievement of contract requirements	Delays do not impact achievement of contract requirements	Response to inquiries technical/service administrative issues is usually effective and responsive
3. Good	Nonconformances do not impact achievement of contract requirements	Cost issues do not impact achievement of contract requirements	Delays do not impact achievement of contract requirements	Response to inquiries technical/service/ administrative issues is usually effective and responsive
4. Excellent	There are no quality problems	There are no cost issues	There are no delays	Response to inquiries technical/service/ administrative issues is effective and responsive

5. PLUS The contractor has demonstrated an exceptional performance level in any of the above four categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as "Excellent".

Attachment J.4

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY: CENTERS FOR DISEASE CONTROL AND PREVENTION

AGENCY IDENTIFIER: CDC

AGENCY LOCATION CODE (ALC): 7509-0421

ACH FORMAT: ☒ CCD+ ☐ CTX ☐ CTP

ADDRESS:
1600 CLIFTON ROAD NE M/S D16
ATLANTA, GA 30333

CONTACT PERSON NAME: JENNIFER S. BRANNON

TELEPHONE NUMBER: (404) 639-7441

ADDITIONAL INFORMATION:

PAYEE/COMPANY INFORMATION

NAME:

SSN NO. OR TAXPAYER ID NO.:

ADDRESS:

CONTACT PERSON NAME:

TELEPHONE NUMBER: (   )

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER: (   )

NINE-DIGIT ROUTING TRANSIT NUMBER: __ __ __ __ __ __ __ __ __

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT: ☐ CHECKING ☐ SAVINGS

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:
(Could be the same as ACH Coordinator)

TELEPHONE NUMBER: (   )

[illegible]

Attachment J.5

SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS
(See instructions on reverse)

OMB No.:9000-0006
Expires: 04/30/2001

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

1. CORPORATION, COMPANY OR SUBDIVISION COVERED
a. COMPANY NAME
b. STREET ADDRESS
c. CITY
d. STATE
e. ZIP CODE

2. CONTRACTOR IDENTIFICATION NUMBER

3. DATE SUBMITTED

4. REPORTING PERIOD FROM INCEPTION OF CONTRACT THRU:
☐ MAR 31 ☐ SEPT 30
YEAR

5. TYPE OF REPORT
☐ REGULAR ☐ FINAL ☐ REVISED

6. ADMINISTERING ACTIVITY *(Please check applicable box)*
☐ ARMY
☐ NAVY
☐ AIR FORCE
☐ GSA
☐ DOE
☐ DEFENSE LOGISTICS AGENCY
☐ NASA
☐ OTHER FEDERAL AGENCY *(Specify)*

7. REPORT SUBMITTED AS *(Check one and provide appropriate number)*
☐ PRIME CONTRACTOR
PRIME CONTRACT NUMBER
☐ SUBCONTRACTOR
SUBCONTRACT NUMBER

8. AGENCY OR CONTRACTOR AWARDING CONTRACT
a. AGENCY'S OR CONTRACTOR'S NAME
b. STREET ADDRESS
c. CITY
d. STATE
e. ZIP CODE

9. DOLLARS AND PERCENTAGES IN THE FOLLOWING BLOCKS:
☐ DO INCLUDE INDIRECT COSTS ☐ DO NOT INCLUDE INDIRECT COSTS

SUBCONTRACT AWARDS

TYPE	CURRENT GOAL		ACTUAL CUMULATIVE	
	WHOLE DOLLARS	PERCENT	WHOLE DOLLARS	PERCENT
10a. SMALL BUSINESS CONCERNS *(Include SDB, WOSB, HBCU/MI) (Dollar Amount and Percent of 10c.)*				
10b. LARGE BUSINESS CONCERNS *(Dollar Amount and Percent of 10c.)*				
10c. TOTAL *(Sum of 10a and 10b.)*		100.0%		100.0%
11. SMALL DISADVANTAGED (SDB) CONCERNS *(Include HBCU/MI) (Dollar Amount and Percent of 10c.)*				
12. WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERNS *(Dollar Amount and Percent of 10c.)*				

13. REMARKS

14a. NAME OF INDIVIDUAL ADMINISTERING SUBCONTRACTING PLAN

14b. TELEPHONE NUMBER
AREA CODE
NUMBER

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is not usable

STANDARD FORM 294 (REV. 8-98)
Prescribed by GSA-FAR (48 CFR) 53.219(a)

GENERAL INSTRUCTIONS

1. This report is not required from small businesses.

2. This report is not required for commercial items for which a commercial plan has been approved, nor from large businesses in the Department of Defense (DOD) Test Program for Negotiation of Comprehensive Subcontracting Plans. The Summary Subcontract Report (SF 295) is required for contractors operating under one of these two conditions and should be submitted to the Government in accordance with the instructions on that form.

3. This form collects subcontract award data from prime contractors/subcontractors that: (a) hold one or more contracts over $500,000 (over $1,000,000 for construction of a public facility); and (b) are required to report subcontracts awarded to Small Business (SB), Small Disadvantaged Business (SDB), and Women-Owned Small Business (WOSB) concerns under a subcontracting plan. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, this form also collects subcontract award data for Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs).

4. This report is required for each contract containing a subcontracting plan and must be submitted to the administrative contracting officer (ACO) or contracting officer if no ACO is assigned, semi-annually during contract performance for the periods ended March 31st and September 30th. A separate report is required for each contract at contract completion. Reports are due 30 days after the close of each reporting period unless otherwise directed by the contracting officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the previous report.

5. Only subcontracts involving performance within the U.S., its possessions, Puerto Rico, and the Trust Territory of the Pacific Islands should be included in this report.

6. Purchases from a corporation, company, or subdivision that is an affiliate of the prime/subcontractor are not included in this report.

7. Subcontract award data reported on this form by prime contractors/subcontractors shall be limited to awards made to their immediate subcontractors. Credit cannot be taken for awards made to lower tier subcontractors.

SPECIFIC INSTRUCTIONS

BLOCK 2: For the Contractor Identification Number, enter the nine-digit Data Universal Numbering System (DUNS) number that identifies the specific contractor establishment. If there is no DUNS number availble that identifies the exact name and address entered in Block 1, contact Dun and Bradstreet Information Services at 1-800-333-0505 to get one free of charge over the telephone. Be prepared to provide the following information: (1) Company name; (2) Company address; (3) Company telephone number; (4) Line of business; (5) Chief executive officer/key manager; (6) Date the company was started; (7) Number of people employed by the company; and; (8) Company affiliation.

BLOCK 4: Check only one. Note that all subcontract award data reported on this form represents activity since the inception of the contract through the date indicated in this block.

BLOCK 5: Check whether this report is a "Regular," "Final," and/or "Revised" report. A "Final" report should be checked only if the contractor has completed the contract or subcontract reported in Block 7. A "Revised" report is a change to a report previously submitted for the same period.

BLOCK 6: Identify the department or agency administering the majority of subcontracting plans.

BLOCK 7: Indicate whether the reporting contractor is submitting this report as a prime contractor or subcontractor and the prime contract or subcontract number.

BLOCK 8: Enter the name and address of the Federal department or agency awarding the contract or the prime contractor awarding the subcontract.

BLOCK 9: Check the appropriate block to indicate whether indirect costs are included in the dollar amounts in blocks 10a through 12. To ensure comparability between the goal and actual columns, the contractor may include indirect costs in the actual column only if the subcontracting plan included indirect costs in the goal.

BLOCKS 10a through 12: Under "Current Goal," enter the dolla and percent goals in each category (SB, SDB, and, WOSB) fro the subcontracting plan approved for this contract. (If the origina goals agreed upon at contract award have been revised as a of contract modifications, enter the original goals in Block 13 amounts entered in Blocks 10a through 12 should reflect revised goals.) Under "Actual Cumulative," enter actu subcontract achievements (dollar and percent) from the incepti of the contract through the date of the report shown in Block 4. cases where indirect costs are included, the amounts shou include both direct awards and an appropriate prorated portion indirect awards.

BLOCK 10a: Report all subcontracts awarded to SBs including subcontracts to SDBs and WOSBs. For DOD, NASA, and Coas Guard contracts, include subcontracting awards to HBCUs an MIs.

BLOCK 10b: Report all subcontracts awarded to large businesses (LBs).

BLOCK 10c: Report on this line the total of all subcontracts awarded under this contract (the sum of lines 10a and 10b).

BLOCKS 11 and 12: Each of these items is a subcategory of Block 10a. Note that in some cases the same dollars may be reported in both Block 11 and Block 12 (i.e., SDBs owned by women).

BLOCK 11: Report all subcontracts awarded to SDBs (including women-owned SDBs). For DOD, NASA, and Coast Guard contracts, include subcontract awards to HBCUs and MIs.

BLOCK 12: Report all subcontracts awarded to Women-Owned firms (including SDBs owned by women).

BLOCK 13: Enter a short narrative explanation if (a) SB, SDB, or WOSB accomplishments fall below that which would be expected using a straight-line projection of goals through the period of contract performance; or (b) if this is a final report, any one of the three goals was not met.

DEFINITIONS

1. Commercial item means a product or service that satisfies definition of commercial item in Section 2.101 of the Federal Acquisiton Regulation.

2. Commercial plan means a subcontracting plan, including goals, that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

3. Subcontract means a contract, purchase order, amendment, or other legal obligation executed by the prime contractor/subcontractor calling for supplies or services required for the performance of the original contract or subcontract.

4. Direct Subcontract Awards are those that are identified with the performance of one or more specific Government contract(s).

5. Indirect costs are those which, because of incurrence for common or joint purposes, are not identified with specific Government contracts; these awards are related to Government contract performance but remain for allocation after direct awards have been determined and identified to specific Government contracts.

DISTRIBUTION OF THIS REPORT

For the Awarding Agency or Contractor:

The original copy of this report should be provided to the contracting officer at the agency or contractor identified in Block 8. For contracts with DOD, a copy should also be provided to the Defense Logistics Agency (DLA) at the cognizant Defense Contract Management Area Operations (DCMAO) office.

For the Small Business Administration (SBA):

A copy of this report must be provided to the cognizant Commerical Market Representative (CMR) at the time of compliance review. It is NOT necessary to mail the SF 294 SBA unless specifically requested by the CMR.

Attachment J.6

GENERAL INSTRUCTIONS

1. This report is not required from small businesses.

2. This form collects subcontract award data from prime contractors/subcontractors that: (a) hold one or more contracts over $500,000 (over $1,000,000 for construction of a public facility); and (b) are required to report subcontracts awarded to Small Business (SB), Small Disadvantaged Business (SDB), and Women-Owned Small Business (WOSB) concerns under a subcontracting plan. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, this form also collects subcontract award data for Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs).

3. This report must be submitted semi-annually (for the six months ended March 31st and the twelve months ended September 30th) for contracts with the Department of Defense (DOD) and annually (for the twelve months ended September 30th) for contracts with civilian agencies, except for contracts covered by an approved Commercial Plan (see special instructions in right-hand column). Reports are due 30 days after the close of each reporting period.

4. This report may be submitted on a corporate, company, or subdivision (e.g., plant or division operating on a separate profit center) basis, unless otherwise directed by the agency awarding the contract.

5. If a prime contractor/subcontractor is performing work for more than one Federal agency, a separate report shall be submitted to each agency covering only that agency's contracts, provided at least one of that agency's contracts is over $500,000 (over $1,000,000 for construction of a public facility) and contains a subcontracting plan. (Note that DOD is considered to be a single agency; see next instruction.)

6. For DOD, a consolidated report should be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DOD prime contractors. However, DOD contractors involved in construction and related maintenance and repair must submit a separate report for each DOD component.

7. Only subcontracts involving performance within the U.S., its possessions, Puerto Rico, and the Trust Territory of the Pacific Islands should be included in this report.

8. Purchases from a corporation, company, or subdivision that is an affiliate of the prime/subcontractor are not included in this report.

9. Subcontract award data reported on this form by prime contractors/subcontractors shall be limited to awards made to their immediate subcontractors. Credit cannot be taken for awards made to lower tier subcontractors.

10. See special instructions in right-hand column for Commercial Plans.

SPECIFIC INSTRUCTIONS

BLOCK 2: For the Contractor Identification Number, enter the nine-digit Data Universal Numbering System (DUNS) number that identifies the specific contractor establishment. If there is no DUNS number available that identifies the exact name and address entered in Block 1, contact Dun and Bradstreet Information Services at 1-800-333-0505 to get one free of charge over the telephone. Be prepared to provide the following information: (1) Company name; (2) Company address; (3) Company telephone number; (4) Line of business; (5) Chief executive officer/key manager; (6) Date the company was started; (7) Number of people employed by the company; and (8) Company affiliation.

BLOCK 4: Check only one. Note that March 31 represents the six months from October 1st and that September 30th represents the twelve months from October 1st. Enter the year of the reporting period.

BLOCK 5: Check whether this report is a "Regular," "Final," and/or "Revised" report. A "Final" report should be checked only if the contractor has completed all the contracts containing subcontracting plans awarded by the agency to which it is reporting. A "Revised" report is a change to a report previously submitted for the same period.

BLOCK 6: Identify the department or agency administering the majority of subcontracting plans.

BLOCK 7: This report encompasses all contracts with the Federal Government for the agency to which it is submitted, including subcontracts received from other large businesses that have contracts with the same agency. Indicate in this block whether the contractor is a prime contractor, subcontractor, or both (check only one).

BLOCK 8: Check only one. Check "Commercial Plan" only if this report is under an approved Commercial Plan. For a Commercial Plan, the contractor must specify the percentage of dollars in Blocks 10a through 13 attributable to the agency to which this report is being submitted.

BLOCK 9: Identify the major product or service lines of the reporting organization.

BLOCKS 10a through 13: These entries should include all subcontract awards resulting from contracts or subcontracts, regardless of dollar amount, received from the agency to which this report is submitted. If reporting as a subcontractor, report all subcontracts awarded under prime contracts. Amounts should include both direct awards and an appropriate prorated portion of indirect awards. (The indirect portion is based on the percentage of work being performed for the organization to which the report is being submitted in relation to other work being performed by the prime contractor/subcontractor.) Do not include awards made in support of commercial business unless "Commerical" is checked in Block 8 (see Special Instructions for Commercial Plans in right hand column). Report only those dolla [illegible] bcontracted this fiscal year for the period indicated in Block 4.

BLOCK 10a: Report all subcontracts awarded to SBs including subcontracts to SDBs and WOSBs. For DOD, NASA, and Coast Guard contracts, include subcontracting awards to HBCUs and MIs.

BLOCK 10b: Report all subcontracts awarded to large businesses (LBs).

BLOCK 10c: Report on this line the grand total of all subcontracts (the sum of lines 10a and 10b).

BLOCKS 11 and 13: Each of these items is a subcategory of Block 10a. Note that in some cases the same dollars may be reported on both Block 11 and Block 12 (i.e., SDBs owned by women); likewise subcontracts to HBCUs or MIs should be reported on both Block 11 and 13.

BLOCK 11: Report all subcontracts awarded to SDBs (including women-owned SDBs). For DOD, NASA, and Coast Guard contracts, include subcontract awards to HBCUs and MIs.

BLOCK 12: Report all subcontracts awarded to Women-Owned Small Business firms (including SDBs owned by women).

BLOCK 13 (For contracts with DOD, NASA, and Coast Guard): Enter the dollar value of all subcontracts with HBCUs/MIs.

SPECIAL INSTRUCTIONS FOR COMMERCIAL PLANS

1. This report is due on October 30th each year for the previous fiscal year ended September 30th.

2. The annual report submitted by reporting organizations that have an approved company-wide annual subcontracting plan for commercial items shall include all subcontracting activity under commercial plans in effect during the year and shall be submitted in addition to the required reports for other-than-commercial items, if any.

3. Enter in Blocks 10a through 13 the total of all subcontract awards under the contractor's Commercial Plan. Show in Block 8 the percentage of this total that is attributable to the agency to which this report is being submitted. This report must be submitted to each agency from which contracts for commercial items covered by an approved Commercial Plan were received.

DEFINITIONS

1. Commercial item means a product or service that satisfies the definition of commerical item in Section 2.101 of the Federal Acquisition Regulation.

2. Commercial plan means a subcontracting plan, including goals, that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

3. Subcontract means a contract, purchase order, amendment, or other legal obligation executed by the prime contractor/subcontractor calling for supplies or services required for the performance of the original contract or subcontract.

4. Direct Subcontract Awards are those that are identified with the performance of one or more specific Government contract(s).

5. Indirect Subcontract Awards are those which, because of incurrence for common or joint purposes, are not identified with specific Government contracts; these awards are related to Government contract performance but remain for allocation after direct awards have been determined and identified to specific Government contracts.

SUBMITTAL ADDRESSES FOR ORIGINAL REPORT

For DOD Contractors, send reports to the cognizant contract administration office as stated in the contract.

For Civilian Agency Contractors, send reports to awarding agency:

1. NASA: Forward reports to NASA, Office of Procurement (HS), Washington, DC 20546

2. OTHER FEDERAL DEPARTMENTS OR AGENCIES: Forward report to the OSDBU Director unless otherwise provided for in instructions by the Department or Agency.

FOR ALL CONTRACTORS:

SMALL BUSINESS ADMINISTRATION (SBA): Send "info copy" to the cognizant Commercial Market Representative (CMR) at the address provided by SBA. Call SBA Headquarters in Washington, DC at (202) 205-6475 for correct address if unknown.

CONDUCT AND EVALUATION OF ON-GOING PHASE IIIVACCINE EFFICACY TRIAL

ATTACHMENT II
RECOMMENDED BUDGET

DISABILITY ACCESS CHECKLIST FOR GRANT APPLICANTS

San Francisco Department of Public Health
Name of Department or Agency

AIDS Office
Name of Program or Service

25 Van Ness Avenue, Suite 500 San Francisco, CA 94102
Address

Tim Piland 554-9132
Contact Person (Designated 504 Coordinator) Phone

California State Department of Health Services
Funding Agency

This grant is intended for activities at a:

( ) New Site
(X) Existing Site
( ) Rehabilitation of Existing Site
( ) Multiple Sites (please list)

This grant will fund a:

( ) New Program or Service
(X) Existing Prog/Service
( ) Multiple Prog/Service

Physical:

1. The program or service is wheelchair accessible for:
   paths of travel Yes (X) No ( )
   restrooms Yes (X) No ( )
   areas where services are provided Yes (X) No ( )

2. Signage for sight-impaired:
   in elevators Yes (X) No ( )
   marking paths of travel Yes ( ) No (X)

3. Transportation is accessible if transportation is provided: N/A Yes ( ) No ( )

Programmatic:

4. Eligibility criteria for the service or program do not exclude people with disabilities Yes (X) No ( )

5. Complete data is maintained concerning number of disabled persons who participate in the program and the extent and type of their disabilities Yes ( ) No (X)

6. Program materials are offered, or can be made available, in alternative forms (Braille, large print, cassette) Yes ( ) No (X)

7. Regular outreach is made to the disabled community, which includes notice of non-discrimination on basis of disability Yes (X) No ( )

8. Applicant is willing to make reasonable accomodations in program or service delivery (e.g., offering readers, notetakers, sign language interpreters, and smoke-free environments) Yes (X) No ( )

9. Employment outreach includes the disabled community Yes (X) No ( )

10. If program or service not fully accessible, referrals can be made to similar services that are accessible Yes (X) No ( )

Other:

11. Disability awareness training has been provided to program or department staff by:
    - City sponsored training Yes ( ) No (X)
    - Other training Yes ( ) No (X)

12. Grantee has communicated with the individual or agency responsible for enforcing compliance with disability rights legislation applicable to the federal, state, or local funding agency and has been informed what steps are necessary to ensure compliance with all applicable laws Yes ( ) No (X) See below.

13. Grantee has performed all actions deemed necessary by funding agency to ensure compliance with disability rights legislation Yes ( ) No (X) See below.

Additional Comments:
(Please list additional pertinent
The Disabilities Access Coordinator has initiated contact with the Centers for Disease Control, the Health Resources and Services Administration, and the California Department of Health Services to identify and address the issues in 12 and 13 above.

Verified by:

Sandra Hernandez, M.D. Director, AIDS Office

NOTE: Please attach any other information or documentation which you consider relevant to this checklist.

WARNING: Completion of this checklist is not a substitute for consultation with the City Attorney and the funding agency concerning specific federal, state or local disability rights legislation, regulations, or requirements applicable to particular projects, programs or services.

File No. 000070 **Committee Item No.** 2
Board Item No. ______

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST*

Committee Public Health & Environment **Date** 1/27/00

Board of Supervisors Meeting **Date** ______

Cmte	Board	
☐	☐	Motion
☒	☐	Resolution
☐	☐	Ordinance
☐	☐	Legislative Digest
☒	☐	Budget Analyst Report
☐	☐	Legislative Analyst Report
☒	☐	Department/Agency Cover Letter and/or Report
☐	☐	Public Correspondence
☐	☐	Exceeds 20 pages; see file to review
☐	☐	Sent to Board in advance of agenda preparation; available for review at reception desk, City Hall, Room 244
☐	☐	Other

- ______
- ______
- ______
- ______
- ______

(Use back side if additional space is needed)

Late Agenda Items (documents received too late for distribution to the Committee Members)

- ______
- ______
- ______
- ______

Completed by: Gail Johnson **Date** 1/25/00
Date ______

*This list reflects the explanatory documents provided

FILE NO. 000070 **RESOLUTION NO.**

[Grant – Federal]

AUTHORIZING THE DEPARTMENT OF PUBLIC HEALTH, POPULATION HEALTH AND PREVENTION, COMMUNITY MENTAL HEALTH SERVICES, TO ACCEPT RETROACTIVELY AND EXPEND A GRANT IN THE AMOUNT OF $246,423 FROM THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, SAMHSA, FOR THE SAN FRANCISCO PRACTICE /RESEARCH COLLABORATIVE PROJECT AND TO ENTER INTO AN AGREEMENT WHICH DOES NOT INCLUDE PATENT INFRINGEMENT INDEMNIFICATION AND FALSE CLAIMS CLAUSES; PROVIDING FOR RATIFICATION OF ACTION PREVIOUSLY TAKEN.

WHEREAS, The Department of Public Health, Population Health and Prevention, Community Mental Health Services, has applied for and been awarded a grant from the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) in the amount of $246,423 for the San Francisco Practice /Research Collaborative Project and,

WHEREAS, As a condition of receiving the grant funds, SAMHSA requires the City to enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the Board of Supervisors in File No. **000070**; and,

WHEREAS, SAMHSA has indicated that it will not agree to any modification to the form of the Agreement; and,

WHEREAS, The Agreement does not contain certain provisions described below, which are required under the Administrative Code unless waived by the Board of Supervisors; now, therefore, be it

RESOLVED, That the Department of Public Health is hereby authorized to accept retroactively and expend the grant funds pursuant to San Francisco Administrative Code section 10.170-1; and, be it

FURTHER RESOLVED, That the Director of Health is authorized to enter into the Agreement on behalf of the City; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby waives the requirement contained in Sections 6.21 and 21.19 of the Administrative Code that the Agreement include an indemnification of the City by SAMHSA for the infringement of patent rights; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby waives the requirement contained in Section 6.57 (c) of the Administrative Code that the Agreement include a paragraph reciting the false claim provisions contained in Section 6.57 (a) of the Administrative Code; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of Health to enter into similar agreements with SAMHSA if the grant recurs or is renewed.

RECOMMENDED:	APPROVED:
Mitchell H. Katz, M.D. Director of Health	Health Commission
	Office of the Mayor
	Office of the Controller

Department of Public Health

Item 2 - File 00-0070

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, Population Health and Prevention, Community Mental Health Services, to accept retroactively and expend a grant in the amount of $246,423 from the Federal Department of Health and Human Services, Substance Abuse and Mental Health Services, for the San Francisco Practice/Research Collaborative Project. This resolution states that the grant does not include patent infringement indemnification and false claims clauses. The resolution also provides for ratification of action previously taken.

Grant Amount: $246,423

Source of Funds: Federal Department of Health and Human Services, Substance Abuse and Mental Health Services (SAMHSA)

Grant Period: October 1, 1999 through September 30, 2000 (one year)

Matching Funds: None

Indirect Costs: $3,545

Budget: The summary budget for the proposed grant is as follows:

Salaries and Benefits	$ 70,895
Operations	12,100
Contractual Services	156,283
Travel	3,600
Subtotal, Direct Costs	242,878
Indirect Costs (5 % Salaries & Benefits)	3,545
Total	**$246,423**

Attachment I, provided by DPH, contains details to support the summary budget.

Description: The proposed resolution would authorize DPH to accept retroactively and expend a $246,423 grant from SAMHSA to develop a comprehensive evaluation plan for substance abuse prevention and treatment services. One goal of the development grant would be the development of the San Francisco Practice Research Collaborative (PRC), which would be a collaborative group consisting of providers, researchers, policy makers, and community leaders. Development of the plan would take part in three phases. In Phase I, PRC would develop a needs assessment tool, through a series of PRC meetings, focus groups and a survey of providers. Phase II would include a conference for the dissemination of information and the development of infrastructure projects. Phase III would be the development of a proposal for the implementation of an evaluation plan.

Comment:

1. As noted in Attachment I, contractual services, totaling $156,283, would include (a) a subcontract in the amount with San Francisco State University (SFSU) for development of the needs assessment instrument ($10,000), (b) a subcontract with the University of California at San Francisco (UCSF) Treatment Research Center to plan an information dissemination conference ($25,423) (c) supplements to various existing DPH contractors to provide training and information sessions ($33,657), and (d) monies for transcription services, research assistance, reproduction services, and computers ($87,203). According to Dr. Alice Gleghorn of DPH, $15,000 of the $87,203 would be expended on transcription and reproduction services, and research assistance, provided in-house by DPH. Additionally, Dr. Gleghorn states that $72,203 of the $87,203 would be expended on information infrastructure, including computers, for the program.

2. According to Dr. Gleghorn, the grant funds would be used to partially fund 3 existing DPH positions as follows:

0.15 FTE 2803 Epidemiologist II	$ 9,630	
0.50 FTE 2802 Epidemiologist I	22,776	
1.00 FTE 9924 Research Intern	24,310	
Subtotal		56,716
Fringe Benefits		14,179
Total		$70,895

3. The proposed resolution would waive: (a) the requirement contained in Sections 6.21 and 21.19 of the

City's Administrative Code that the agreement include an indemnification of the City by SAMHSA for the infringement of patent rights; and (b) the requirement contained in Section 6.57(c) of the City's Administrative Code that the Agreement include a paragraph reciting the false claim provisions contained in Section 6.57(a) of the City's Administrative Code. According to Ms. Paula Jesson of the City Attorney's Office, Section 21.19 of the Administrative Code has been repealed, and therefore, reference to Section 21.19 in the proposed resolution should be deleted. Additionally, Ms. Jesson states that these requirements apply when the City purchases goods or services, not when the City receives funds from a grant. Therefore, Ms. Jesson advises that the waivers in this case are standard and pose minimal risk to the City.

4. Attachment II is the Grant Application Information Form, provided by DPH.

5. DPH has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

6. The proposed resolution contains a provision that authorizes the Director of Health to enter into similar agreements with the SAMHSA if the grant recurs or is renewed, without first obtaining Board of Supervisors approval.

Recommendations:

1. Amend the proposed resolution to delete reference to Section 21.19 of the Administrative Code, as noted in Comment No. 3.

2. Approval of the proposed resolution, as amended, is a policy matter for the Board of Supervisors because the resolution contains a provision that authorizes the Director of Health to enter into similar agreements if the grant recurs or is renewed, without first obtaining Board of Supervisors approval.

Attachment I

Bridging the Gap - Practice Research Collaboration
Budget
October 1, 1999 - September 30, 2000

	Effort	Amount	SAMHSA Line Items	Amount
Community Substance Abuse Services				
Personnel				
Principal Investigator	0.15	$9,630	Personnel	$56,716
Project Coordinator - Epidemiologist 2802	0.50	$22,776	Fringe Benefits	$14,179
Research Assistant	1.00	$24,310	Travel	$3,600
Fringe Benefits @ .25		$14,179	Equipment	$11,100
			Supplies	$1,000
Total Salaries and Benefits		$70,895	Contractural	$156,283
			Construction	$0
Operations			Other	$0
Space Rent		$0	Total Direct Charges	$242,878
Computers/SW - 3 @ $3,500		$10,500	Indirect Charges	$3,545
File Cabinets - 3 @ $200		$600	Totals	$246,423
Office Supplies and Duplication		$1,000		
Total Operations		$12,100		
Total Community Substance Abuse Services		$82,995		
Contracted Services	Detail	Amount		
Needs Assessment Subcontract:				
Subcontract to SFSU (Lisa Moore, Ph.D.)	$10,000			
Transcription Services - $500/Session, 12 PRC Meetings, 6 Focus Groups	$9,000			
Research Assistant	$4,500			
Reproduction of Project Materials/Reports	$1,500			
Total Needs Assessment Subcontract		$25,000		
KNOWLEDGE DISSEMINATION				
Forum Allocation - Subcontract to UCSF Treatment Research Center	$25,423			
PRC Knowledge Application - Project Allocation TBD by Needs Assessment and Forum	$33,657			
Total Knowledge Dissemination		$59,080		
Infrastructure Development - Project Allocation TBD by PRC Priortization		$72,203		
Total Contracted Services		$156,283		
Other Project Costs				
Travel - 2 DC / 2 Staff		$3,600		
Total Other Project Costs		$3,600		
Subtotal CSAS, Contracted Services and Other Project Costs		$242,878		
Indirect Expense @5.0% of Salaries and Benefits		$3,545		
Total Costs		$246,423		

Attachment II -
Page 1 of 2

File Number:______________________

Grant Application Information Form

A document required to accompany a proposed resolution
Authorizing a Department to Accept & Expend Grant Funds

To: **The Board of Supervisors**
Attn. Clerk of the Board

The following describes the grant referred to in the accompanying resolution:

1. **Department:** Public Health; Population Health and Prevention; Community Substance Abuse Services.

2. **Contact Person:** Alice Gleghorn, Ph.D. Telephone: 255-3722

3. **Project Title:** The San Francisco Practice Research Collaborative

4. **Grant Source Agency:** Center for Substance Abuse Treatment (CSAT) Substance Abuse and Mental Health Services (SAMHSA)

5. **Type of Funds:** X Federal __ Federal-State (Pass-Through) __ State __ Local __Private

6. **Proposed (New/Continuation) Grant Project Summary:**
The goal of the San Francisco Practice Research Collaborative (PRC) is to develop a comprehensive evaluation plan for substance abuse prevention and treatment services. The comprehensive evaluation strategies will emerge from the collaborative interaction and knowledge dissemination process that will take place between providers, researchers, policy makers and community leaders. There will be three phases in the development grant. In Phase I, the PRC will develop a comprehensive needs assessment instrument through a series of PRC meetings, focus groups and a survey of providers. Phase II of the grant will focus on knowledge dissemination and application activities via dissemination forum, application and prioritization of network infrastructure development projects. Knowledge application projects will be determined from provider interests identified during the needs assessment process. The outcome of the activities in Phase I and II will form the bases of an implementation proposal in Phase III.

7. **Amount of Grant Funding Applied for:** $246,423

8. **Maximum Funding Amount Available:** $250,000

9. **Required Matching Funds?** Yes:___ No: _X_ Cash or In-kind: ____________________

If yes, list dollar amount and identify source of Matching Funds in Department Budget:

10. **Number of new positions created and funded:** Funding two existing positions (Part time)

11. **If new positions are created, explain the disposition of employees once the grant ends?**
N/A

11/19/99

12. **Are indirect costs eligible costs for this grant?** Yes: X No:___

If yes, please identify the amount of $ in indirect costs: $3,545

13. **Amount to be spent on contractual services:** $156,283

14. **a.) Will contractual services be put out to bid?:** Yes: ___ No: X

b.) If so, will contract services help to further the goals of the department's MBE/WBE requirements? : N/A

15. **Is this likely to be a one-time or ongoing request for contracting out?:** One-time

16. **Term of Grant:** Start-Date: October 1, 1999 End-Date: September 30, 2000

17. **Date Department Notified of Available Funds:** September 20, 1999

18. **Grant Application Due Date:** August 11, 1999

19. **Grant Funding Guidelines and Options (selected from RFP, grant announcement or appropriations legislation):** According to standards as set forth in the Agreement, the BCRP Grant Administration Manual, and Office of Management and Budget Circulars Nos. A-122 or A-21, as applicable, and A-110.

20. **Department Head Approval:** Mitchell Katz, M.D., Director of Health

____
Signature

PHE

Office of the Mayor
San Francisco

Willie L. Brown, Jr., Mayor

MEMORANDUM

000070

OFFICE OF THE MAYOR
SAN FRANCISCO

TO: Gloria L. Young
Board of Supervisors

FROM: Department of Public Health

THROUGH: Mayor's Office

SUBJECT: Attached Grant Resolution
Regarding San Francisco Practice Research Collaborative

Please calendar the attached grant application for hearing by the Board of Supervisors. The total application of $246,423 includes $3,545 indirect costs 5% of salaries and benefits.

City and County of San Francisco **Department of Public Health**

December 23, 1999

Through: The Honorable Health Commission Jam

Ms. Gloria L. Young
Clerk of the Board of Supervisors
1 Dr. Carlton B. Goodlett Place
Room 244
San Francisco, CA 94102

Dear Ms. Young:

Attached is a resolution authorizing the Department of Public Health, Population Health and Prevention Division, Community Substance Abuse Services, to accept retroactively and expend a grant in the amount of $246,423 and to enter into an agreement with the Department of Health and Human Services, SAMHSA, for the San Francisco Practice Research Collaborative.

This resolution is being submitted for review and approval by the Board of Supervisors pursuant to Section 10.170 of the San Francisco Administrative Code.

For your information, a copy of the summary of grant application is attached hereto.

The grant resolution is retroactive to accept these funds because the Department has received and accepted the award. The term of the grant is from September 30, 1999 to September 29, 2000.

The Department requests that this item be calendared for the Public Health and Environment Committee meeting of January 27, 2000.

For your consideration, I certify that funding of this program would be in the best interests of the City and County of San Francisco.

Very truly yours,

Barbara Garcia
Barbara Garcia
Director, Population Health and Prevention

Mitchell Katz
Mitchell H. Katz
Director of Health

Central Office **101 Grove Street** **San Francisco, CA 94102**

DEPARTMENT OF HEA[illegible] AND HUMAN SERVICES
PUBLIC HEALTH SERVICE
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION

NOTICE OF GRANT AWARD

AUTHORIZATION (Legislation/Regulation)
SECTION 501 (D)(5) PHS ACT AS AMENDED (42USC 290AA)
FUNDED BY CSAT

(Mo./Day/Yr.) 09/20/99	2. [illegible] 93 `30	
KD1 TI12270-01	5. ADMINISTRATIVE CODES TI-KD1 / PRC	
09/30/99 (Mo./Day/Yr.)	Through	09/29/00 (Mo./Day/Yr.)
09/30/99 (Mo./Day/Yr.)	Through	09/29/00 (Mo./Day/Yr.)

SAN FRANCISCO PRACTICE/RESEARCH COLLABORATIVE

TY AND COUNTY OF SAN FRANCISCO

PT OF PUBLIC HEALTH
80 HOWARD ST, 4TH FLOOR

N FRANCISCO .CA 94103

10. DIRECTOR OF PROJECT (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) (LAST NAME FIRST AND ADDRESS)

GLEGHORN, ALICE
COMMUNITY SUBSTANCE ABUSE SERV
1380 HOWARD ST, 4TH FLOOR
SAN FRANCISCO, CA 94103

(Excludes PHS Direct Assistance)

HS Grant Funds Only

otal project costs including grant funds and all other financial participation (Select one and place NUMERAL in box.) I

alaries and Wages	$	0
ringe Benefits	$	0
Total Personnel Costs	$	0
onsultant Costs		0
quipment		0
upplies		0
l		0
nt Care—Inpatient		0
—Outpatient		0
lterations and Renovations		0
ther		0
onsortium/Contractual Costs		246,423
rainee Related Expenses		0
rainee Stipends		0
rainee Tuition and Fees		0
rainee Travel		0
TOTAL DIRECT COSTS ➡	$	246,423
DIRECT COSTS Rate % of S&W/TADC	$	
TAL APPROVED BUDGET	$	246,423
IR Fee	$	
deral Share	$	246,423
on-Federal Share	$	

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE

a. Amount of PHS Financial Assistance (from item 11.a.)	$	246,423
b. Less Unobligated Balance From Prior Budget Periods	$	0
c. Less Cumulative Prior Award(s) This Budget Period	$	0
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	$	246,423

13. RECOMMENDED FUTURE SUPPORT (SUBJECT TO THE AVAILABILITY OF FUNDS AND SATISFACTORY PROGRESS OF THE PROJECT):

YEAR	TOTAL DIRECT COSTS / STIPENDS	YEAR	TOTAL DIRECT COSTS / STIPENDS
a.	N/A	d.	
b.		e.	
c.		f.	

14. APPROVED DIRECT ASSISTANCE BUDGET (IN LIEU OF CASH)

a. Amount of PHS Direct Assistance	$	
b. Less Unobligated Balance From Prior Budget Periods	$	
c. Less Cumulative Prior Award(s) This Budget Period	$	
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	$	N/A

15. PROGRAM INCOME SUBJECT TO 45 CFR PART 74, SUBPART F OR 45 CFR 92.25, SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: (Select One and Place LETTER in box) B

a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER (See REMARKS)

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE PHS ON THE ABOVE TITLED PROJECT AND IS SUBJEC TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation cited above. b. The grant program regulation cited above.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. PHS Grants Policy Statement including addenda in effect as of the beginning date of the budget period
e. 45 CFR Part 74 or 45 CFR Part 92 as applicable.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

(Other Terms and Conditions Attached – ☒ Yes ☐ No)

DING FOR THIS PROJECT PROVIDED JOINTLY BY: CSAP, CSAT AS FOLLOWS:
P $54,484 9C96P027 93.230
T $191,139 9C96T031 93.230

FUNDS RESTRICTED. SEE ATTACHED TERMS AND CONDITIONS.

: WILLIAMS, MARILYN O. (301)443-9777 PO: COTTER, FRANCES (301)443-6256

MANAGEMENT OFFICER: (Signature) Peggy L. Jones (Name-Typed/Print) PEGGY L. JONES (Title) GRANTS MANAGEMENT OFFICER, OPS, SAMHSA

41.45	18. CRS EIN 1946000417A1		19. LIST NO.	
FY-CAN	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT. ACTION FIN. ASST.	AMT. ACTION DIR. ASST.
9C96T031	a. K1TI12270A	c.	d. 191939	e.
9C96P027	b. K1TI12270A	c.	d. 54484	e.
	b.	c.	d.	e.

(Note: See reverse for payment information.)

1 KD1 TI12270-01
CITY & COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC HEALTH

ADMINISTRATIVE TERMS AND CONDITIONS

1. The Grantee organization is legally and financially responsible for all aspects of this grant, including funds it provides to sub-recipients.

2. Grant funds cannot be used to supplant current funding of existing activities.

3. The recommended future support as indicated on the Notice of Grant Award is subject to availability of Federal funds, availability of matching funds (if applicable), progress achieved by the Grantee, and justifiable programmatic needs as approved by the Project Officer.

4. This grant must be administered in accordance with the PHS Grants Policy Statement (Rev. April 1, 1994) and Federal regulations at Title 45 CFR Parts 74 OR 92, generic requirements concerning the administration of grants, are also applicable to this award.

5. By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of $125,900 per year.

6. "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR Part 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The Grantee is responsible for assur8ing compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

7. Accounting Records and Disclosure -- Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

8. Per 45 CFR 92.34 and the PHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive, and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be remitted to the appropriate Center unless otherwise authorized in writing by the Grants Management Officer, SAMHSA.

9. A Financial Status Report (FSR-Standard Form 269, long form) must be submitted for each budget period no later than 90 days after the close of the budget period. A copy of the standard form is enclosed with this Notice of Grant Award (NGA) for submission of the FSR to be submitted 90 days after the budget period end date.

10. *All expenditures charged to this grant must be allowable, allocable, reasonable and necessary for carrying out the proposed project.*

11. Awardees must assure that all sub-awards (i.e., sub-grants and sub-contracts) for performance of project activities and all sub-awards for management services include the appropriate provisions as outlined in 45 CFR Parts 74.48 and 92.36. Awardees will be responsible for assuring that all sub-awards are made by competent contractual agreements, as appropriate under State and local laws and as set forth in 45 CFR Part 74.13 or 92.35.

12. RESTRICTIONS ON GRANTEE LOBBYING - This grant is subject to both 45 CFR Part 93 and Section 503 of Public Law 104-208. Section 503 provides:

   "(a) No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature, except in presentation to the Congress or any State legislative body itself."

"(b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature."

13. The Single Audit Act of 1996 combined the audit requirements for all entities under one Act. As a result of the Act, OMB Circular A-128 was eliminated and a new A-133 was issued which covers all entities. For fiscal years starting after June 30, 1996, an audit is required for all entities which expend $300,000 or more of Federal funds in each fiscal year. The audit report when completed should be sent to the Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 47132.

14. A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage grantees and their sub-recipients to hire welfare recipients and to provide additional needed training and/or mentoring as needed. The text of the notice is available electronically on the OMB home page at http://www.whitehouse.gov/wh/eop/omb. The SAMHSA Grants Management Office may be contacted for additional information.

15. Year 2000 Compliance: Grantee's existing computer systems and all new systems development that are required to interface electronically with SAMHSA and/or SAMHSA's Programs contractor computer systems should allow for fault-free performance in the processing of date and date release data (including, but not limited to, calculating, comparing, and sequencing). The system must allow the manipulation of this data with dates prior to, through, and beyond January 01, 2000, in a manner transparent to the user. The grantee's computer systems are required to be Year 2000 compliant if data is to be transmitted electronically to SAMHSA (or other Federal Government Component) directly or indirectly such as through a grantee or contractor.

16. To the greatest extent practicable, all equipment and products purchased with grant, cooperative agreement, or contract funds should be American-made.

17. Program income accrued under this cooperative agreement/grant award must be accounted for in accordance with 45 CFR Part 74.24 or 45 CFR 92.25 as applicable. Program Income must be reported on the Financial Status Report Standard Form 269 (long form).

    (a) For grantees (other than for-profit organizations), program income accrued under this cooperative agreement/grant award may be used in accordance with the additional costs alternative described in 45 CFR Part 74.24(b)(1) or 45 CFR 92.25(g)(2) as applicable. Program income shall be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB Administrative Requirements.

    (b) For grantees that are for-profit organizations, program income accrued under this cooperative agreement/grant award shall be used in accordance with the deduction alternative described in 45 CFR Part 74.24(b)(3).

18. Actions that require SAMHSA's prior approval, in accordance with the terms and conditions of award, must be submitted in writing to the Grants Management Officer (GMO). The request must bear the signature of an authorized business official or the grantee organization as well as the principal investigator or program or project director. The request will be reviewed by SAMHSA grants management staff in conjunction with program staff. Formal approval of the request may only be granted by the GMO in writing. No other written or oral approval should be acted upon as it will not be binding on SAMHSA.

19. Any replacement of, or substantial reduction in effort of the Program Director (PD) or other key staff of the grantee or in any of the sub-recipients, requires the written prior approval of the GMO. The GMO must approve selection of the PD and other key personnel if a specific individual is not named in the approved application, or if a replacement is needed should the initial incumbent step down or be unable to execute the position's responsibilities. Key staff (or key staff positions if staff have not been selected) subject to this condition are listed below.

20. None of the Federal funds provided under this grant shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

21. All data produced under an award wil be mae available to the public through procedures established under the Freedom of Information Act (FOIA). If the Federal agency obtaining the data does so solely at the request of a private party, the agency may authorize a reasonable user fee charge equal to the additonal cost of obtaining the data.

22. Reporting Requirements - As provided for under 45 CFR Part 74.51 or 45 CFR 92.40, grantees will submit **quarterly progress reports according to specifications for format and content to the Grants Management Officer. A** suggested report format will be forwarded under separate cover to the Grantee.

23. In the calculation of future budget periods, as per the GFA, future year escalation is limited to the usual increases or decreases only, **no cost of living increase will be honored.**

24. **The budget reflected on the Notice of Grant Award is subject to further review.**

25. INDIRECT COSTS

    1. Grantees that have never established indirect cost rates are required to submit an indirect cost proposal to the appropriate office within three months of the effective date of the award. Since the grantee does not have an approved indirect cost rate agreement at the time of this -01 year award, the grantee is limited to a provisional indirect cost award equaling one-half of the indirect costs requested by the grantee, up to a maximum of 10 percent of direct salaries and wages.

       To establish eligibility for the reimbursement of indirect costs, please submit your indirect cost proposal to the appropriate Division of Cost Allocation office (see attachment).

    2. **If indirect costs are included in the proposed budget, subcontract, etc., Grantees are required to provide the Division of Grants Management with a copy of a (1) negotiated indirect rate agreement, (2) method of allocation, or (3) a detailed line item budget and budget narrative PRIOR to expenditure of these funds.**

26. **No HHS funds may be paid as profit (fees) per 45 CFR Parts 74.81 and 92.22(2).**

27. **The Grantee will ensure that at least 25% of the budget is allocated to the knowledge application activity, as called for in the GFA.**

Staff Contacts: Grants Management Specialist:
Name: Williams, Marilyn O.
Phone: 301-443-9777
Internet: XXXXXXXXX

Project Officer:
Name: Cotter, Frances
Phone: 301-443-6256
Internet: XXXXXXXXX

****

The DHHS Inspector General maintains a toll-free telephone number (1-800-368-5779) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Such reports are kept confidential, and callers may decline to give their names if they choose to remain anonymous.

Approved As To Form:
Louise Renne, City Attorney

By: Paula Jesson
Deputy City Attorney

DISABILITY ACCESS CHECKLIST FOR GRANT APPLICANTS

Department of Public Health
Name of Department or Agency

Division of Community Mental Health & Substance Abuse Services
Name of Program or Service

1380 Howard Street
Address

Ladonnis Elston — 255-3444
Contact Person (Designated 504 Coordinator) — Phone

Department of Rehabilitation
Funding Agency

This grant is intended for activities at a:

☐ New Site
☐ Existing Site
☐ Rehabilitation of Existing Site
☒ Multiple Sites (please list) Various work sites including 1380 Howard Street.

This grant will fund a:

☐ New Program or Service
☒ Existing Program or Service
☐ Multiple Programs or Services

Physical:

1. The program or service is wheelchair accessible for:
   - paths of travel Yes ☒ No ☐
   - restrooms Yes ☒ No ☐
   - areas where services are provided Yes ☒ No ☐

2. Signage for sight-impaired:
   - in elevators Yes ☒ No ☐
   - marking paths of travel Yes ☐ No ☒

3. Transportation is accessible if transportation is provided: Yes ☐ No ☒

Programmatic:

4. Eligibility criteria for the service or program do not exclude people with disabilities Yes ☒ No ☐

5. Complete data is maintained concerning number of disabled persons who participate in the program and the extent and type of their disabilities Yes ☒ No ☐

6. Program materials are offered, or can be made available, in alternative forms (e.g. Braille, large print, cassette) Yes ☐ No ☒

7. Regular outreach is made to the disabled community, which includes notice of non-discrimination on basis of disability — Yes ☒ No ☐

8. Applicant is willing to make reasonable accommodations in program or service delivery (e.g. offering readers, notetakers, sign language interpreters, and smoke-free environments) — Yes ☒ No ☐

9. Employment outreach includes the disabled community — Yes ☒ No ☐

10. If program or service not fully accessible, referrals can be made to similar services that are accessible — Yes ☒ No ☐

Other:

11. Disability awareness training has been provided to program or department staff by:
    - City sponsored training — Yes ☒ No ☐
    - Other training — Yes ☐ No ☒

12. Grantee has communicated with the individual or agency responsible for enforcing compliance with disability rights legislation applicable to the federal, state, or local funding agency and has been informed what steps are necessary to ensure compliance with all applicable laws. — Yes ☒ No ☐

13. Grantee has performed all actions deemed necessary by funding agency to ensure compliance with disability rights legislation — Yes ☒ No ☐

Additional Comments:
(Please list additional pertinent information

Verified by:

Department Head, Executive Director or Appointing Officer

NOTE: Please attach any other information or documentation which you consider relevant to this checklist

WARNING: Completion of this Checklist is not a substitute for consultation with the City Attorney and the funding agency concerning specific federal, state or local disability rights legislation, regulations, or requirements applicable to particular projects, programs or services.

File No. 000816 **Committee Item No.** 3
Board Item No.

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST*

Committee Public Health & Environment **Date** 1/27/00

Board of Supervisors Meeting **Date**

Cmte Board

☐ ☐ Motion
☒ ☐ Resolution
☐ ☐ Ordinance
☐ ☐ Legislative Digest
☒ ☐ Budget Analyst Report
☐ ☐ Legislative Analyst Report
☒ ☐ Department/Agency Cover Letter and/or Report
☐ ☐ Public Correspondence
☐ ☐ Exceeds 20 pages; see file to review
☐ ☐ Sent to Board in advance of agenda preparation;
available for review at reception desk, City Hall, Room 244
☐ ☐ Other

(Use back side if additional space is needed)

Late Agenda Items (documents received too late for distribution to the Committee Members)

Completed by: Gail Johnson **Date** 1/25/00
Date

*This list reflects the explanatory documents provided

FILE NO. 000086 RESOLUTION NO.__________

[State Funds Transfer]

ENDORSING THE TRANSFER OF STATE GENERAL FUNDS FROM THE STATE TO THE CALIFORNIA MENTAL HEALTH DIRECTORS ASSOCIATION FOR A CONTRACT TO PROVIDE SERVICES TO FOSTER CARE AND OTHER MEDI-CAL ELIGIBLE CHILDREN PLACED OUTSIDE OF SAN FRANCISCO.

WHEREAS, In order to improve access to services for foster care and other Medi-Cal eligible children and youth who are placed outside of San Francisco County, the San Francisco Department of Public Health has developed a contract with the County Mental Health Directors Association to gain access to a statewide provider network managed by Value Options, a national behavioral health company; and,

WHEREAS, In order to implement the contract, the City must authorize the State Department of Mental Health to transfer to the County Mental Health Directors Association $88,550 from the state general funds designated for distribution to San Francisco to provide Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services in FY 1999-2000; and,

WHEREAS, These monies will be matched by Medi-Cal Federal Financial Participation of $94,670 for total funding of $183,220; and,

WHEREAS, These monies will fund provider certification, contracting, services and claims payment, authorized on behalf of San Francisco County Medi-Cal beneficiaries by Value Options through their contract with the California Mental Health Directors Association, to improve access to mental health treatment for foster care and other San Francisco MediCal beneficiaries placed outside of San Francisco county; now, therefore, be it

RESOLVED, That the Board of Supervisors adopt this resolution authorizing the State Department of Mental Health to transfer to the County Mental Health Directors Association $88,550 from the state general funds designated for distribution to San Francisco to provide

Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services in FY 1999-2000; and, be it

FURTHER RESOLVED, That these monies are to be used to fund administrative services including provider certification, contracting, services and claims payment, authorized on behalf of San Francisco County Medi-Cal beneficiaries by Value Options through their contract with the California Mental Health Directors Association.

RECOMMENDED:

Mitchell H. Katz, M.D.
Director of Health

APPROVED:

Health Commission

Public Health

Item 3 – File 00-0086

Department:	Department of Public Health (DPH)
Item:	Resolution endorsing the transfer of State General Fund monies from the State to the California Mental Health Directors Association for a contract to provide services to foster care and other Medi-Cal eligible children placed outside of San Francisco.
Amount:	$88,550
Source of Funds:	State of California General Fund

Description:

Currently, when a San Francisco child, who has been placed in foster care outside of the County of San Francisco, requires mental health services, DPH must first authorize such services. DPH then bills the State of California for the cost of these services. Each year the State projects expenditures for mental health services for such children, and allocates funds for distribution to San Francisco, to provide for reimbursement for these mental health services.

Under the proposed resolution, DPH would enter into a Statewide contract with other participating counties for the provision of mental health services to children placed in out-of-county foster care facilities. The California Mental Health Directors Association (CMHDA), a nonprofit organization comprised of mental health directors Statewide, entered into a Statewide Administrative Services Organization (ASO) contract with Value Options, a private behavioral health organization, in November of 1999, to provide mental health referral services for children placed in out-of-county foster care facilities. Under the Statewide contract with Value Options, a foster parent, requesting mental health services for a San Francisco child in an out-of-county foster care facility, would not require prior DPH authorization. Instead, the contractor, Value Options, would be authorized to provide a mental health referral to the foster parent.

Under the current system, DPH bills the State and is reimbursed for mental health services provided to children placed in out-of-county foster care facilities. Under the ASO contract, the ASO would pay the mental health provider directly for the mental health services and would receive reimbursement from CMHDA, including provider payments and administrative fees. Under the proposed resolution, San Francisco would provide to CMHDA $88,550, which is the amount of remaining funds that the State has designated for distribution to San Francisco for such services for FY 1999-2000. CMHDA would receive reimbursement for payments made to the ASO for mental health services provided to San Francisco foster children in out-of-county placement from the subject funds.

In addition, San Francisco is eligible to receive $94,670 in Federal matching funds in FY 1999-2000 for the mental health services provided to children placed in out-of-county foster care facilities.

Comment:

1. According to Ms. Sai-Ling Chan-Sew of DPH, under the current system, San Francisco children who are placed in foster care outside of San Francisco are delayed in receiving mental health services because of the difficulty of DPH in administering such services to children residing in other counties. Ms. Chan-Sew states that the purpose of transferring the subject State funds in the amount of $88,550 from the State to the CMHDA, to provide reimbursement for the subject services, is to facilitate access to mental health services for these children.

2. Ms. Chan-Sew states that the proposed transfer by DPH of State funds to the California Mental Health Directors Association would facilitate the authorization and reimbursement process for mental health services provided to children placed in out-of-county foster care facilities, and that the transfer of such funds would not result in any additional costs to San Francisco.

Recommendation: Approve the proposed resolution.

PHE

City and County of San Francisco
Department of Public Health
POPULATION HEALTH & PREVENTION

Jo Ruffin, LCSW
Director, Community Mental Health Services
1380 Howard Street, 5th floor
San Francisco, CA 94103
Tel. (415) 255-3401 Fax (415) 252-3015

000086

December 28, 1999

Through: The Honorable Health Commission J.O.m.

Ms. Gloria L. Young
Clerk of the Board of Supervisors
1 Dr. Carlton B. Goodlett Place
Room 244
San Francisco, CA 94102

Dear Ms. Young:

Attached is a resolution endorsing the transfer of State General Funds from the State to the County Mental Health Directors Association for a contract to provide services to foster Care and other Medi-Cal eligible children placed outside of San Francisco.

Background: The Department of Public Health, Community Mental Health Services Section has developed a contract with the County Mental Health Directors Association (CMHDA), a nonprofit organization, as part of a statewide effort to assure that adequate and appropriate mental health services are available to foster care and other children who are placed outside their home counties. We have the responsibility of assuring that treatment is available to all San Francisco Medi-Cal beneficiaries, even when they are placed outside San Francisco. Since foster care children are placed all over the state, it has been challenging to identify out-of-county providers to accept our treatment referrals. Increasing access to care has been a key component of the agreement between the State and the Federal Health Care Financing Administration for the Medi-Cal program. Historically, foster care children have had lower than expected utilization of mental health services, not because of lack of need, but because of lack of access to services. Since all counties face the same challenge, the County Mental Health Directors Association (CMHDA) agreed to be the fiscal intermediary for all counties by developing a single contract with an organization that would identify, credential, and contract with providers statewide, accept referrals from all counties for treatment of foster care and other children, authorize the care for these referrals, process claims, and pay providers for their services. The CMHDA issued a Request for Proposals document and selected Value Options, a national behavioral health organization with a network of 6,000 providers in California. The contract with the County Mental Health Directors Association will enable us to refer children and youth for treatment through the provider network of Value Options.

Adoption of Resolution: In order to implement the contract with the CMHDA, the State Department of Mental Health has required us to obtain a resolution from the Board of Supervisors authorizing the State to transfer $88,550 in State General Funds to the CMHDA for the start-up year (FY 99-00) of these services. Attached for your consideration is a resolution. These State

General Funds will be taken from the funds designated for distribution to San Francisco to provide Early and Periodic Screening, Diagnosis and Treatment (EPSDT) services in FY 99-00. Under this arrangement, the funding available for San Francisco county beneficiaries for EPSDT services will remain at the current level. Since the children who will be served through this arrangement are full-scope Medi-Cal beneficiaries, the State General Funds of $88,550 will be matched by $94,670 in Federal funds (Federal Financial Participation) per a State/Federal sharing ratio. The amount of $94,670 in Federal Financial Participation will be transferred to the CMHDA from San Francisco, for a total amount of $183,220 in FY99-00. Since the State will not be transferring the Federal funds, the subject resolution addresses only the State General Fund portion of the required funding, whereas the attached contract document addresses the transfer of the Federal funds, $94,670, to the CMHDA from San Francisco. The contract provides for us to transfer this Federal Medi-Cal to the CMHDA for the period November 1, 1999- June 30, 2001.

The Department requests that this item be calendared for the Public Health and Environment Committee at your earliest convenience.

Sincerely,

Jo Ruffin

Jo Ruffin, L.C.S.W.
Director, Community Mental Health

Mitchell H. Katz, M.D.
Director of Health

CONTRACT BETWEEN COUNTY AND CMHDA
Coordination with Administrative Services Organization For Mental Health Services

This Contract is made by and between the County of San Francisco (the "County") and the California Mental Health Directors Association ("CMHDA"), as indicated by the signature of their respective authorized representatives.

RECITALS

WHEREAS, during early 1998, California Specialty Mental Health Services provided to Medi-Cal beneficiaries transitioned from an individual fee-for-service program to a consolidated program managed through the County's State-authorized Mental Health Plan;

WHEREAS, one component of care provided through the County's State-authorized Mental Health Plan includes Specialty Mental Health services for Medi-Cal beneficiaries who are minors and who reside out-of-home and out of their County of residence;

WHEREAS, the County desires coordinated management of such services in order to better assure beneficiary access to care and to maintain and foster continuity of treatment services;

WHEREAS, the County and CMHDA have concluded that coordinated management of such services can best be accomplished through an Administrative Services Organization ("ASO"), whose activities shall be monitored by CMHDA;

WHEREAS, CMHDA intends to contract with an ASO to manage the provision of Specialty Mental Health services to full scope Medi-Cal eligible beneficiaries ages 0 to 18, who have been placed in Out-of-County group homes, foster homes or kinship placements;

WHEREAS, the scope of the services sought from an ASO include the following components: (1) Managing Service Provision, including, but not limited to, developing and maintaining the provider network, determining need for services, determining and authorizing type, frequency and duration of services, assuring the quality of services and providing all necessary beneficiary rights and protections; and (2) Administrative Functions, including, but not limited to, claims processing and payment, information management, and reporting and fiscal management and cost reporting;

WHEREAS, is it mutually advantageous for the County to authorize the State Department of Mental Health ("DMH") to distribute to CMHDA available state funding for the Early and Periodic Screening, Diagnosis and Treatment ("EPSDT") program for the subsequent transfer of some such funds to the ASO;

NOW, THEREFORE, in consideration of the foregoing, the County and CMHDA agree as follows:

1. IMPLEMENTATION OF ASO CONTRACT

A. CMHDA shall enter into a contract with an ASO (the "ASO Contract"), which CMHDA shall select based upon CMHDA's evaluation of responses to the CMHDA's December 8, 1998 "Request for Proposals: Administrative Services Organization for Mental Health Services," a correct copy of which is attached hereto as exhibit 1 and incorporated herein by this reference.

B. CMHDA shall monitor the ASO's compliance with the ASO Contract, and shall keep the County informed as to any material developments and issues that may arise during the duration of thereof;

2. REGULATORY COMPLIANCE AND FUNDING FLOW

A. The County shall authorize the DMH to distribute to CMHDA all state funding for EPSDT, including initial distribution and final payment, available for Medi-Cal beneficiaries who receive services in conjunction with the ASO Contract;

B. Within 30 days after the ASO provides the necessary data and request for reimbursement, the County shall transfer to CMHDA an amount equal to any and all federal matching funds ("Federal Financial Participation") the County is to receive for services provided to beneficiaries in conjunction with the ASO contract, to the extent such beneficiaries are deemed by the appropriate state or federal authorities to be the County's Medi-Cal responsibility;

C. CMHDA shall distribute to the ASO (1) any and all amounts CMHDA receives from the County for any Federal Financial Participation the County is to receive, as well as (2) any and all state funds transferred by the DMH through the County to CMHDA, as needed for payment of claims from authorized providers and/or for administrative expenses, as authorized by the ASO Contract; CMHDA shall refund to the DMH any excess state funds when subsequent year payments are made available;

D. The County shall comply in good faith with all Medi-Cal rules and regulations applicable to the provision of Specialty Mental Health services for Medi-Cal beneficiaries who are minors and who reside out-of-home and out of the County;

E. The County shall cooperate with the ASO in connection with providing authorization for services to beneficiaries who are deemed by the appropriate state or federal authorities to be the County's Medi-Cal responsibility. The County may retain responsibility for providing services for any minor placed out-of-county at the County's discretion after notification to the ASO and CMHDA, at any point in the treatment. Upon receipt of such notification from the County, CMHDA shall cooperate with the ASO to transfer back to the County sufficient funds to enable the County to provide treatment for any minor for whom the

County retains responsibility. The County's right to receive funds back from CMHDA in order to provide services for any minor placed out-of-county shall be limited to those amounts that CMHDA is able to transfer back to the County funds from those that the County previously authorized for distribution, and/or directly distributed, to CMHDA pursuant to this Contract.

F. The County shall include in its Client Services Information reports to the DMH all required data regarding services provided in conjunction with the ASO Contract to beneficiaries who are deemed by the appropriate state or federal authorities to be the County's Medi-Cal responsibility;

G. The County shall submit to DMH all necessary Cost Report/Data Collection fiscal year-end settlement documents which reflect services provided in conjunction with the ASO contract to beneficiaries who are deemed by the appropriate state or federal authorities to be the County's Medi-Cal responsibility;

3. NO LIABILITY AND INDEMNIFICATION

A. Neither of the parties to this Contract shall be deemed to assume liability for any act or omission of the other party to this Contract, whether in the performance of this Contract or not;

B. If any claim of loss, injury or damage of any sort is brought by any third party, or any party to this Contract in connection with this Contract and/or the ASO Contract, which names or includes directly or indirectly the County and/or CMHDA, and which arises from the acts or omissions of the County, CMHDA and/or their respective agents, attorneys, and employees (collectively the "Indemnitor Entity"), the Indemnitor Entity shall defend, indemnify, and hold harmless the other party and/or its respective agents, attorneys and employees (collectively the "Indemnitee Entities"), from and against all claim of loss, injury or damage, including litigation costs, reasonable attorneys' fees, and judgments arising from the act or omission of the Indemnitor Entity, excepting only loss, injury or damage caused by the willful misconduct attributable to the Indemnitee Entities.

4. ADMINISTRATIVE FEE

A. The County shall pay an administrative fee to CMHDA on a monthly basis in consideration for CMHDA's monitoring of the ASO Contract. CMHDA shall monitor the ASO Contract on behalf of the County and any other county that participates in the coordination with the ASO for mental health services. CMHDA shall assess each participating county a portion of the monthly administrative fee based upon the percent of total paid claim transactions attributable to that county pursuant to this Contract. CMHDA shall provide monthly reports to the County reflecting the administrative fee paid by the County. The administrative fees paid by all participating counties to CMHDA shall not collectively exceed $200,000 annually during the term of the ASO Contract. In the event of a change of circumstances pertaining to the ASO Contract that increases CMHDA's costs of monitoring the ASO Contract, the County agrees, upon request of CMHDA, to negotiate in good faith with CMHDA regarding corresponding changes to CMHDA's administrative fee.

5. INSURANCE

A. CMHDA shall maintain Comprehensive General Liability Insurance, Directors', Trustees' and Officers' Liability Insurance Policy for Non-Profit Organizations/Associations, and Automobile Liability Insurance that shall provide a minimum of $1,000,000 aggregate liability coverage for each policy year during the term of the ASO Contract. CMHDA shall also maintain Workers' Compensation Insurance at the statutory minimum level.

6. MISCELLANEOUS

A. This Contract shall remain in force and in effect until the ASO Contract expires or is otherwise terminated. Either party may terminate this Contract upon 120 day's prior written notice to the other party. Notwithstanding the termination of this Contract, all obligations of the County pursuant to this Contract shall survive until the end of the fiscal year or until CMHDA and/or the ASO have received any and all reimbursements provided for in Section 2 above.

B. This Contract may be executed by facsimile and/or in separate counterparts, each of which shall be deemed the original.

ADDENDUM TO FY 1999/2000 CONTRACT BETWEEN CITY AND COUNTY OF SAN FRANCISCO AND CMHDA FOR COORDINATION WITH ADMINISTRATIVE SERVICES ORGANIZATION FOR MENTAL HEALTH SERVICES

1. Budget Provisons;Certification of Funds. This Agreement is subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco. Any amount of the City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in this Agreement. The Controller is not authorized to make payments on any Agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2. Non-Appropriation of Funds. This Agreement shall terminate without penalty at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement shall terminate, without penalty, at the end of the term for which funds are appropriated.

3. Maximum Compensation. The maximum dollar obligation of the City under the terms of this Agreement shall not exceed **One Hundred Seventy-Seven Thousand One Hundred Dollars ($177,100)** for the period of November 1, 1999 through June 30, 2001. In no event shall CMHDA be entitled to compensation in excess of the maximum compensation amount without there first being a modification of the Agreement.

4. No Additional Funding. City and its employees and officers are not authorized to offer or promise to CMHDA additional funding for the Agreement which would exceed the maximum amount of funding provided for in the Agreement for CMHDA's performance under the Agreement. Additional funding for the Agreement in excess of the maximum provided in the Agreement shall require lawful approval and certification by the Controller of the City. City is not required to honor any offered or promised additional funding for an Agreement which exceeds the maximum provided in the Agreement.

5. Term. The term of this Agreement is from November 1, 1999, through June 30, 2001, unless earlier terminated as provided below.

6. Effective Date. This Agreement shall become effective when the City's Controller has certified as to the availability of funds and CMHDA has been notified in writing. If the effective date of this Agreement is later than the first day of the Term referenced in section 5, the Agreement shall be retroactive to the first day of the Term.

7. Termination Without Cause. Either party may terminate this Agreement without cause by giving the other party at least ninety (90) calendar days written notice of termination.

8. Termination For Cause. Either party may terminate this Agreement for material cause after written notice as set forth hereinafter. A party seeking to terminate this Agreement for material breach shall notify the other party in writing of the nature of the breach. The other party shall have thirty (30) calendar days from the effective date of such notice to cure or otherwise eliminate such cause. If the other party does not remedy the breach to

the reasonable satisfaction of the non-breaching party, this Agreement shall terminate at the end of the thirty (30) day period.

By CMHDA:

- A petition is filed to declare City bankrupt or for reorganization under the bankruptcy laws of the United States or a receiver is appointed over all or a portion of the City's assets.
- An act of nature or any event occurs which has a materially adverse effect on the City's ability to perform its obligations hereunder;
- The City breaches any material term, covenant, or condition of this Agreement.

By CITY:

- A petition is filed to declare CMHDA or the ASO bankrupt or for reorganization under the bankruptcy laws of the United States or a receiver is appointed over all or any portion of the CMHDA's or the ASO's assets;
- Upon notification by the CMHDA to the ASO that the ASO is in breach of the CMHDA/ASO contract;
- Upon notification by the ASO to the CMHDA that the CMHDA is in breach of the CMHDA/ASO contract;
- Upon notification of termination of the CMHDA/ASO contract by either party to that contract;
- Any other situation arises which could reasonably be expected to materially affect the CMHDA's ability to carry out its obligations under this Agreement;
- Any other situation arises which could reasonably be expected to materially affect the CMHDA's ability to carry out its obligations under the CMHDA/ASO Agreement;
- Any other situation arises which could reasonably be expected to materially affect the ASO's ability to carry out its obligations under the CMHDA/ASO Agreement;
- The CMHDA breaches any material term, covenant or condition of this Agreement.

9. Disclosures. CMHDA shall notify City immediately in writing upon the occurrence of any of events listed below.

- CMHDA's liability insurance is canceled, terminated, not renewed, or materially modified;
- An act of nature or any event occurs which has a materially adverse effect on CMHDA's ability to perform its obligations hereunder or under the ASO/CMHDA contract;
- An act of nature or any event occurs which has a materially adverse effect on the ASO's ability to perform its obligations under the ASO/CMHDA contract;
- A petition is filed to declare CMHDA or the ASO bankrupt or for reorganization under the bankruptcy laws of the United States or a receiver is appointed over all or any portion of the CMHDA's or the ASO's assets;

- CMHDA or the ASO is sued, or suit is threatened, for nonpayment of compensation;
- Any other situation arises which could reasonably be expected to materially affect CMHDA's ability to carry out its obligations under this Agreement or the ASO/CMHDA contract;
- Any other situation arises which could reasonably be expected to materially affect the ASO's ability to carry out its obligations under the ASO/CMHDA contract;
- The CMHDA notifies the ASO of a breach of the ASO/CMHDA contract;
- The ASO notifies the CMHDA of a breach of the ASO/CMHDA contract; or
- The CMHDA or the ASO notifies the other party of the termination of the ASO/CMHDA contract.

10. False Claims. CMHDA acknowledges that CMHDA is subject to Section 6.57 of the San Francisco Administrative Code, which provides that any contractor who submits a false claims: a)is liable for three times the amount of damages the City sustains; b) is liable for the costs (including attorney's fees), of a civil suit to recover such damages; and c)may be liable for a civil penalty of up to $10,000 per claim. Under that Section, a contractor is deemed to have submitted a false claim if contractor: i)knowingly presents (or causes to be presented) to an officer or employee of the City a false claim or request for payment or approval; ii) knowingly makes or uses (or causes to be made or used) a false record or statement to get a false claim paid or approved by the City or to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; iii) conspires to defraud the City by getting a false claim allowed or paid by the City; or iv) benefits from an inadvertent submission of a false claim to the City, subsequently discovers the falsity and fails to disclose it to the City within a reasonable time after discovery.

11. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code Section 12.F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles.
12. Tropical Hardwood Ban. Pursuant to San Francisco Administrative Code Section 12I.5(b), the City and County of San Francisco urges CMHDA not to import, purchase, obtain, or use for any purpose, any tropical hardwood or virgin redwood products.
13. Burma (Myanmar) Business Information. By CMHDA's execution of this Agreement, CMHDA attests that CMHDA is not the government of Burma (Myanmar), a person or business entity organized under the laws of Burma (Myanmar) or a "prohibited person or entity" as defined in San Francisco Administrative Code section 12J.2(G). The City may terminate this Agreement for default if CMHDA violates the terms of section 12J.2(G).
14. Non-Discrimination in City Contracts. In the performance of this Agreement, CMHDA agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency

Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with CMHDA , in any of CMHDA's operations within the United States.

15. Non-Discrimination in Benefits. **(We will delete when we obtain sole source waiver.)** CMHDA shall not discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or Membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code. CMHDA shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation. Failure of CMHDA to comply with this paragraph shall constitute a material breach of this Agreement.

16. Public Access to Meetings and Records. If the CMHDA receives a cumulative total per year of at least $250,000 in CITY funds or CITY-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the CMHDA shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, CMHDA agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. CMHDA further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. CMHDA acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. CMHDA further acknowledges that such material breach of this Agreement shall be grounds for the CITY to terminate and/or not renew the Agreement, partially or in its entirety.

17. Minority/Women/Local Business Utilization; Liquidated Damages. CMHDA understands and agrees to comply fully with all provisions of Chapter 12D.A ("Minority/Women/Local Business Utilization Ordinance IV") of the San Francisco Administrative Code and agrees to include this paragraph in all subcontracts made in fulfillment of CMHDA's obligations under this Agreement. Said provisions are incorporated herein by reference and made a part of this Agreement as though fully set forth. CMHDA's willful failure to comply with Chapter 12D.A is a material breach of contract.

18. Method of Payment. Because the State of California is responsible for 48.33% of the cost of services, including administrative fees, rendered by the CMHDA and the ASO under this Agreement and the CMHDA/ASO contract, the City shall reimburse the CMHDA for services rendered by the CMHDA and the ASO in the following manner: City shall reimburse the CMHDA for each unit of service delivered in the preceding month at 51.67% of the appropriate rate as shown in Exhibit A (Rates and Tiers). In addition, the CMHDA may bill the City for the administrative costs of the CMHDA and the ASO in performing their obligations under this Agreement and under the CMHDA/ASO contract during the preceding month at a rate not to exceed 15% of the aggregate cost of the units

of service. However, City shall reimburse the CMHDA at 51.67% of the administrative costs. In no event shall City be liable for more than the Maximum Compensation amount set forth in section 3.

19. Indemnification And General Liability.

CMHDA shall defend, indemnify, and hold City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CMHDA, its officers, agents or employees.

City shall defend, indemnify, and hold CMHDA, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CMHDA, its officers, agents or employees.

[redacted]

21. Partial Invalidity. If for any reason any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

22. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

23. Incorporation. All exhibits and schedules referenced in this Agreement and attached hereto are incorporated herein by reference.

24. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

25. Agreement Made In California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

26. Independent Contractors. In the performance of each party's work, duties, and obligations pursuant to this Agreement, each of the parties shall at all times be acting and performing as an independent contractor, and nothing in the Agreement shall be construed or deemed to

create a relationship of employer and employee or partner or joint venturer or principal and agent.

27. Notices. Any notices or other communication made or contemplated by this Agreement to be in writing shall be deemed to have been received by the party to whom it is addressed three (3) days after it is deposited in the United States mail, postage prepaid, return receipt requested, and addressed as follows:

    If to City: CMHS Mental Health Director, 1380 Howard Street, San Francisco, California 94103 and Sai-Ling Chan-Sew, CMHS Program Monitor, 1380 Howard Street, San Francisco, California 94103.

    If to Contractor: Catherine Camp, Executive Director, CMHDA, 1119 K Street, Sacramento, California 95814.

28. Third Party Beneficiaries. Neither the ASO nor any other third parties are intended by the parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.

29. Captions. The captions contained herein are for reference purposes only and shall not affect the meaning of this Agreement.

30. Assignment. Neither party shall assign or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other party.

31. Interpretation of Agreement. In the event of any ambiguity in this Agreement, this Agreement shall be interpreted according to its fair intent and not for or against any one party on the basis of which party drafted the Agreement. It shall be governed by and construed in accordance with all laws, regulations, and contractual obligations of City.

32. Entire Agreement. This Addendum, along with the Contract between the City and County of San Francisco and the CMHDA for Coordination with Administrative Services Organization for Mental Health Services, and any exhibits attached hereto, constitute the entire Agreement between the parties and this Agreement shall not be modified, amended, altered or changed except in writing as herein provided.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

FOR THE CITY RECOMMENDED BY:		FOR THE CALIFORNIA MENTAL HEALTH DIRECTORS ASSOCIATION	
______________________	________	______________________	________
MITCHELL KATZ, M.D. Director of Public Health	Date	CATHERINE CAMP Executive Director, CMHDA	Date

APPROVED AS TO FORM BY:
LOUISE RENNE
City Attorney

By:

______________________ ________
Deputy City Attorney Date

APPROVED:

______________________ ________
EDWIN M. LEE Date
Director of Purchasing

APPROVED:

______________________ ________
Director of Administrative Services Date

File No. 000100

Committee Item No. 4
Board Item No.

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST*

Committee Public Health & Environment **Date** 1/27/00

Board of Supervisors Meeting **Date**

Cmte	Board	
☐	☐	Motion
☒	☐	Resolution
☐	☐	Ordinance
☐	☐	Legislative Digest
☒	☐	Budget Analyst Report
☐	☐	Legislative Analyst Report
☒	☐	Department/Agency Cover Letter and/or Report
☐	☐	Public Correspondence
☐	☐	Exceeds 20 pages; see file to review
☐	☐	Sent to Board in advance of agenda preparation; available for review at reception desk, City Hall, Room 244
☐	☐	Other

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(Use back side if additional space is needed)

Late Agenda Items (documents received too late for distribution to the Committee Members)

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Completed by: Gail Johnson **Date** 1/25/00
Date

*This list reflects the explanatory documents provided

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FILE NO. 000100 **RESOLUTION NO.**__________

[Grant -State]

AUTHORIZING THE DEPARTMENT OF PUBLIC HEALTH, POPULATION HEALTH AND PREVENTION DIVISION, COMMUNITY HEALTH SERVICES, TO ACCEPT AND EXPEND GRANT FUNDS OF $158,395 FROM THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES TO PROVIDE THE NUTRITION NETWORK PROJECT AND TO ENTER INTO AN AGREEMENT WHICH INCLUDES INDEMNIFICATION AND RIGHTS IN DATA CLAUSES AND WHICH DOES NOT INCLUDE PATENT INFRINGEMENT INDEMNIFICATION AND FALSE CLAIMS CLAUSES.

WHEREAS, The Department of Public Health has applied for and been awarded a grant from The California Department of Health Services in the amount of $158,395 to provide the Nutrition Network Project, including nutrition education and physical activity promotion services; and,

WHEREAS, As a condition of receiving the grant funds, The California Department of Health Services requires the City to enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the Board of Supervisors in File No. 000100 ; and

WHEREAS, The Agreement contains certain provisions described below, which require the approval of the Board of Supervisors; and,

WHEREAS, The Agreement does not contain certain provisions described below, which are required under the Administrative Code unless waived by the Board of Supervisors; now, therefore, be it

RESOLVED, That the Department of Public Health is hereby authorized to accept and expend the grant funds pursuant to San Francisco Administrative Code section 10.170-1; and, be it

FURTHER RESOLVED, That the Director of Health is authorized to enter into the Agreement on behalf of the City; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby approves the provision in the Agreement pursuant to which the City indemnifies The California Department of Health Services; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby approves the provision in the Agreement pursuant to which the City agrees to grant a royalty-free, nonexclusive, and irrevocable license for the use of data developed under the contract; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby waives the requirement contained in Sections 6.21 and 21.19 of the Administrative Code that the Agreement include an indemnification of the City by The California Department of Health Services for the infringement of patent rights; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby waives the requirement contained in Section 6.57 (c) of the Administrative Code that the Agreement include a paragraph reciting the false claim provisions contained in Section 6.57 (a) of the Administrative Code: and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of Health to enter into similar agreements with The California Department of Health Services if the grant recurs or is renewed; and, be it

FURTHER RESOLVED, That the Controller should be urged to designate the positions created under the grant as "G" or grant-funded positions, which would terminate when the grant expires.

RECOMMENDED:

Director of Health

APPROVED:

Sandy Ouye Mori

Health Commission

Office of the Mayor

Office of the Controller

Item 4 – File 00-0100

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, Population Health and Prevention Division, Community Health Services, to accept and expend grant funds of $158,395 from the California Department of Health Services for the Nutrition Network Project. The resolution states that the subject grant includes indemnification and rights in data clauses and does not include patent infringement indemnification and false claims clauses.

Amount: $158,395

Source of Funds: California Department of Health Services

Grant Period: October 1, 1999 through September 30, 2000
(See Comment No. 3)

Matching Funds: In-kind match of $316,783
(See Comment No. 2)

Indirect Costs: $9,124

Description: The subject grant would fund a DPH program, targeting low-income families, to increase nutrition education and physical activity. The goals of this program are to promote healthy eating and a physically active lifestyle among lower income San Franciscans, by using social marketing techniques to reach large numbers of people. Program activities, aimed at improving knowledge and achieving behavioral changes in healthy eating and additional moderate physical activity daily, will be conducted by DPH Nutrition Services Personnel.

Budget: The proposed budget for the subject grant is as follows:

Nutritionist 0.6 FTE 2846 - 24/hr/wk	$36,957	
Health Educator 0.525 FTE 2822 - 21 hr/wk	32,338	
Health Worker I 0.6 FTE 2826 – 24 hr/wk	21,940	
Assistant Health Educator 0.2 FTE 2819 - 8 hr/wk (as needed)	9,996	
Fringe Benefits @ 22%-25%	22,825	
Subtotal Personnel		$124,056
Operating Costs		25,228
Subtotal Direct Costs		$149,284
Indirect Costs		9,111
Total		**$158,395**

Attachment I, provided by DPH, contains the budget for the total project cost of $475,178, including the grant funds of $158,395 and the matching funds of $316, 783.

Comment: 1. According to Ms. Maria LeClair of DPH, the subject grant funds would fund four positions, as noted in the summary budget above. The proposed resolution contains a provision urging the Controller to designate the positions created under the grant as "G" or grant-funded positions, which would terminate when the grant expires.

2. Ms. LeClair states that the City would provide in-kind matching funds of $316,784, as detailed in Attachment I. Ms. LeClair confirms that these matching funds were included in the DPH FY 1999-2000 Budget.

3. Ms. LeClair advises that DPH has already applied for the grant, and the grant was awarded in October 1999. As such, the proposed resolution should be amended to provide for ratification of actions previously taken.

4. The proposed resolution would waive: (a) the requirement contained in Sections 6.21 and 21.21 of the City's Administrative Code that the agreement include an indemnification of the City by the State Department of Health Services for the infringement of patent rights; and (b) the requirement contained in Section 6.57(c) of the City's Administrative Code that the Agreement include a paragraph reciting the false claim provisions contained in Section 6.57(a) of the City's Administrative Code. Ms. Paula Jesson of the City Attorney's Office states that these requirements apply when the City purchases goods or services, not when the City receives funds from a grant. Therefore, Ms. Jesson advises that the waivers in this case are standard and pose minimal risk to the City.

5. According to Ms. Jesson, Chapter 21 of the Administrative Code has been amended, and the copyright and trademark indemnification requirement, which was formally in Section 21.19, is now contained in Section 21.21. The proposed resolution should be amended to change reference to Section 21.19 of the Administrative Code to Section 21.21 of the Administrative Code.

6. Attachment II is the Grant Application Information Form, provided by DPH.

7. DPH has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

8. The proposed resolution contains a provision that authorizes the Director of Health to enter into similar agreements with the State Department of Health Services if the grant recurs or is renewed, without first obtaining Board of Supervisors approval.

Recommendations: 1. Amend the proposed resolution to provide for ratification of actions previously taken, in accordance with Comment No. 3 above.

2. Amend the proposed resolution to change reference to Section 21.19 of the Administrative Code to Section 21.21 of the Administrative Code, in accordance with Comment No. 5 above.

3. Approval of the proposed resolution, as amended, is a policy matter for the Board of Supervisors because the resolution contains a provision that authorizes the Director of Health to enter into similar agreements if the grant recurs or is renewed, without first obtaining Board of Supervisors approval.

Attachment I

Network Grant Budget Summary 01/24/2000

Cost Category	CA DHS		SF DPH In-Kind		Total Cost	
Salaries	$	101,231.69	$	120,018.22	$	221,249.91
Fringe Benefits	$	22,824.62	$	31,204.74	$	54,029.36
Total Personnel	$	124,056.31	$	151,222.96	$	275,279.27
Space (Rent)	$	5,254.00	$	20,560.68	$	25,814.68
Printing/Duplication	$	5,000.00			$	5,000.00
Postage	$	2,000.00			$	2,000.00
Telephone	$	1,000.00			$	1,000.00
Equipment	$	4,500.00			$	4,500.00
Travel	$	3,000.00			$	3,000.00
Incentives/food demo.	$	4,473.53			$	4,473.53
Indirect Cost	$	9,111.16	$	145,000.00	$	154,111.16
Total	$	158,395.00	$	316,783.64	$	475,178.64

The cost of in-kind activities is the cost of other nutrition programs that are already providing nutrition and physical activity information. This cost has been broken down to show the CA Department of Health Services that these activities are being carried out in the SF DPH. The Network Grant does not in any way, replace these activities. The Network Grant activities will enhance the message of the importance of nutrition and physical activity in the community. This grant does not allow the use of Network funds to pay for existing services.

Attachment I
Page 1 of 2

File Number:______________________

Grant Application Information Form

A document required to accompany a proposed resolution
Authorizing a Department to Accept & Expend Grant Funds

To: The Board of Supervisors
Attn. Clerk of the Board

The following describes the grant referred to in the accompanying resolution:

1. Department: Population Health and Prevention; Community Health Services, Children, Youth, and Families Section.

2. Contact Person: Maria R. LeClair, Director, Nutrition Services Telephone: 577-9906.

3. Project Title: Nutrition Network Project

4. Grant Source Agency: California Department of Health Services *Nutrition Network.*

5. Type of Funds: __ Federal _x_ Federal-State (Pass-Through) _x-- State __ Local __Private

6. Proposed (New/Continuation) Grant Project Summary: Funding Year: October 1, 1999 to September 30, 2000. Target groups: Foodstamp recipients, Women, Infants, & Children (WIC) participants and students in 3 local high schools. A project to increase nutrition education and physical activity targeted to California's under-served populations. The goals of the project are to promote healthy eating and a physically active lifestyle among lower income San Franciscans by using social marketing techniques to reach large numbers of people. Clients will receive incentives to participate in more intense activities aimed at improving knowledge and achieving behavioral changes in healthy eating and additional moderate physical activity daily. Intervention will be conducted by part-time DPH Nutrition Services personnel and through an existing contractor (Bayview Hunter's Point Foundation).

7. Amount of Grant Funding Applied for: $158,395

8. Maximum Funding Amount Available: The *Nutrition Network* will match up to 50% of existing general fund money spent on nutrition and physical activity education.

9. Required Matching Funds? Yes:_x_ No: __Cash or In-kind:_In-kind________________

If yes, list dollar amount and identify source of Matching Funds in Department Budget: Matching salaries of .85 FTE Director of Nutrition Services, .2 FTE each of 4 Outpatient Nutritionists = $151,223, rent for office space = $20,566, Indirect Costs of the WIC Program that the County absorbs and indirect costs for staff whose salaries are being matched by USDA= $145,000. All is general fund money being matched at 50% by the *Nutrition Network.*

10. Number of new positions created and funded: Part-time FTEs #2846 Nutritionist, #2822 Health Educator, and a #2826 Health Worker II.

GRNT APP IN Form 07/27/99

11. If new positions are created, explain the disposition of employees once the grant ends: We expect this to be a recurrent grant. The employees will be hired knowing that these are grant-funded positions and that grant may not be permanent. In addition, need for increased demand for nutrition services exists in programs such as WIC and in outpatient nutrition counseling. If needed, this personnel could be transferred to vacant positions.

12. Are indirect costs eligible costs for this grant? Yes: X No:___

If yes, please identify the amount of $ in indirect costs: $9,124 ~~$9,[illegible]~~ based on ~~10%~~ 8 % of salaries of: .6 FTE Nutritionist. .6 FTE Health Educator, and .5 FTE Health Worker II. An additional $500 from 5% of contract to Bayview Hunter's Point Foundation.

13. Amount to be spent on contractual services: ~~$10,000~~ $9,997

14. a.) Will contractual services be put out to bid?: Yes: __ No: X

b.) If so, will contract services help to further the goals of the department's MBE/WBE requirements? : The $10,000 will be included in the Mental Health subcontract with Bayview Hunter's Point Foundation. We currently have a contract with Bayview Hunter's Point Foundation for Food On the Run Personnel (a project of DPH Nutrition Services) through Mental Health. The Nutrition Network Project will enhance and augment activities that are currently being implemented in Food On the Run Project. Same personnel anticipated but will augment existing contract.

15. Is this likely to be a one-time or ongoing request for contracting out?: On going.

16. Term of Grant: Start-Date: October 1, 1999End-Date: September 30, 2000

17. Date Department Notified of Available Funds: 4/1/99

18. Grant Application Due Date: 4/23/99

19. Grant Funding Guidelines and Options (selected from RFP, grant announcement or appropriations legislation): The program provides additional funding to qualifying agencies for nutrition education activities delivered as part of the State's healthy eating campaign. The program does not allow the use of matching funds to pay for existing activities. The activities provided with the program funds must be in addition to existing programs. Maintain adequate financial records consistent with generally accepted accounting practices and to retain such records for at least four years after the conclusion of the grant period.

20. Department Head Approval: Mitchell Katz. M.D., Director of Health

____
Signature

PHE

Office of the Mayor
San Francisco

Willie L. Brown, Jr., Mayor

MEMORANDUM

100100

OFFICE OF THE MAYOR
SAN FRANCISCO

BR

TO: Gloria L. Young
Board of Supervisors

FROM: Department of Public Health

THROUGH: Mayor's Office

SUBJECT: Attached Grant Resolution
Regarding Nutrition Network Project

Please calendar the attached grant application for hearing by the Board of Supervisors. The total application of $158,395 includes $9,124 indirect costs based on 8% of salaries.

City and County of San Francisco **Department of Public Health**

December 27, 1999

Through: The Honorable Health Commission S.D. M.

Ms. Gloria L. Young
Clerk of the Board of Supervisors
1 Dr. Carlton B. Goodlett Place
Room 244
San Francisco, CA 94102

Dear Ms. Young:

Attached is a resolution authorizing the Department of Public Health, Population Health and Prevention Division, Community Health Services, to accept and expend a grant in the amount of $158,395 and to enter into an agreement with the State Department of Health Services, for the Nutrition Network Project.

This resolution is being submitted for review and approval by the Board of Supervisors pursuant to Section 10.170 of the San Francisco Administrative Code.

For your information, a copy of the summary of grant application is attached hereto.

The Department requests that this item be calendared for the Public Health and Environment Committee meeting of January 27, 2000.

For your consideration, I certify that funding of this program would be in the best interests of the City and County of San Francisco.

Very truly yours,

Barbara Garcia
Director, Population Health and Prevention

Mitchell Katz
Mitchell H. Katz
Director of Health

STATE OF CALIFORNIA

STANDARD AGREEMENT —

STD. 2 (REV. 5-91)

APPROVED BY THE ATTORNEY GENERAL

CONTRACT NUMBER 99-85906	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER ID. NUMBER 94-6000417	

THIS AGREEMENT, made and entered into this 1st day of October, 1999

in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Chief, Program Support Branch	AGENCY Department of Health Services

Hereafter called the State, and

CONTRACTOR'S NAME
City & County of San Francisco, Department of Public Health, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

1. CONTRACT TERM

The term of the contract shall be from October 1, 1999 through September 30, 2000.

CONTINUED ON 8 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY Department of Health Services	CONTRACTOR *(if other than an individual, state whether a corporation, partnership, etc.)* City & County of San Francisco, Department of Public Health (Gov. Entity)
BY (AUTHORIZED SIGNATURE) ▷ For	BY (AUTHORIZED SIGNATURE) ▷
PRINTED NAME OF PERSON SIGNING Edward Stahlberg	PRINTED NAME OF AND TITLE OF PERSON SIGNING Barbara Garcia/Director Population Health and Prevention
TITLE Chief, Program Support Branch	ADDRESS 1380 Howard Street, 4th Floor San Francisco, CA. 94103

AMOUNT ENCUMBERED BY THIS DOCUMENT $118,796 (1999 FY)	PROGRAM/CATEGORY (CODE AND TITLE) Clearing Account		FUND TITLE General Fund		*Department of General Services Use Only*
	(OPTIONAL USE				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT $ 0	ITEM 4260-111-0001	CHAPTER 50	STATUTE 1999	FISCAL YEAR 99/2000	
TOTAL AMOUNT ENCUMBERED TO DATE $118,796 (1999 FY)	OBJECT OF EXPENDITURE (CODE AND TITLE) 99-51360-4508-702-03-R51360/99 -- $ 118,796 00-51360-4508-702-03-R51360/99 -- $ 39,599 $ 158,395				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER ▷		DATE			

CONTRACTOR STATE AGENCY DEPT. OF GEN. SER. CONTROLLER

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD. 2 (REV. 5-91) (REVERSE)

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the state shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in or in part.

5. Time is of the essence in this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Approved As To Form:

By: Paula Jesson
Deputy City Attorney

2. MAXIMUM AMOUNT PAYABLE

A. Subject to the provisions limiting the State's liability and addressing funding reductions in subsequent state fiscal years, the maximum amount payable under this contract shall not exceed **$ 158,395**.

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

C. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this contract.

D. Contractor agrees to match each State dollar with two dollars of In-Kind contributions as detailed in Exhibit C.

3. LIMITATION OF STATE LIABILITY

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this program. No legal liability on the part of the State may arise for any payment under this contract until funds are made available and until the Contractor has received notice of funding availability. Notice of funding availability shall be confirmed in writing.

4. FUNDING REDUCTION IN SUBSEQUENT FISCAL YEARS

If funding for any state fiscal year is reduced or deleted by the Legislature, the Governor, a court order or Congress for the purpose of this program, the State shall have the option to either:

A. Cause the contract to be canceled pursuant to the contract cancellation and/or termination clause.

B. Offer a formal contract amendment that reflects the reduced funding for this contract.

5. INVOICE INSTRUCTIONS

A. In consideration of the services performed in a manner acceptable to the State according to the contract terms and conditions herein, the State shall reimburse the Contractor for allowable costs incurred according to approved and authorized budget expenses. Authorized expenses that have been approved for payment may be later disallowed and/or subject to repayment as the result of a subsequent program and/or financial audit.

B. Invoices shall be submitted quarterly, in arrears to:

California Department of Health Services
Cancer Prevention and Nutrition Section
Attn.: Angela Parker
601 North 7th Street, MS 662
P.O. Box 942732
Sacramento, CA 94234-7320

C. All invoices must reference the number assigned to this contract by the State and must be signed by a duly authorized person who can certify the authenticity and accuracy of all expenses submitted for reimbursement. Invoices must also bear the name of a contact person, their telephone number and a fax number.

6. TIMELY SUBMISSION OF FINAL INVOICE

A. A final undisputed invoice shall be submitted for payment as soon as practical, following the contract expiration or termination date and, in no case, later than sixty (60) calendar days following the expiration or termination date of this contract, unless a later or alternate deadline is negotiated and agreed upon in writing by the state. Said invoice should be clearly marked "Final Invoice", to indicate that all payment obligations of the State under this contract have ceased and that no further payments are due or outstanding.

B. The State, at it's discretion, may elect not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval to extend the final invoice submission deadline shall be sought prior to the expiration or termination date of this contract.

C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "Contractor's Release (Exhibit D)" acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this contract.

7. CANCELLATION

This agreement may be canceled without cause by either party upon a 30-days advance written notice to the other party. Upon such cancellation, Contractor shall be paid according to the terms of this contract for work completed, including cost incurred and/or uncancellably obligated prior to the effective date of cancellation. Such notification shall state the effective date of termination, and any final performance and/or payment/invoicing requirements.

8. STATE'S CONTRACT MANAGER

Ralph Bonitz is designated as the Contract Manager for the state. All questions, correspondences, reports, or other communications arising from this agreement shall be directed to the Contract Manager at the following address:

California Department of Health Services
Cancer Prevention and Nutrition Section
Attn.: Ralph Bonitz
601 North 7th Street, MS 662
P.O. Box 942732
Sacramento, CA 94234-7320

The State reserves the right to change the Contract Manager at any time, and will notify the Contractor of such change within 10 working days.

9. CONTRACTOR'S CONTRACT MANAGER

The Contractor designates Maria R. LeClair as their Contract Manager. The Contractor's Contract Manager is responsible for all programmatic and technical matters under this agreement. The State reserves the right to approve any substitute Contractor's Contract Manager.

10. ALLOWABLE INFORMAL SCOPE OF WORK (SOW) CHANGES

A. The Contractor or State may propose informal changes or revisions to the activities, task, deliverables and/or performance time frames specified in the SOW, provided such changes do not alter the overall goals and basic purpose of the contract.

B. Informal SOW changes may include the substitution of specific activities or tasks; alteration or substitution of contract deliverables and modifications to anticipated completion/target dates.

C. Informal SOW changes processed hereunder, shall not require a formal contract amendment, provided the Contractor's annual budget does not increase or decrease as a result of the informal SOW change.

D. Unless otherwise stipulated, all informal SOW changes and revisions are subject to prior written approval by the State.

E. In implementing this provision, the State may provide a format for Contractor's use, to request informal SOW changes. If no format is provided, the Contractor may devise its own format for this purpose.

11. ALLOWABLE LINE ITEM SHIFTS

A. Cumulative line item shifts of up to $25,000 or 10% of the annual contract total, whichever is greater, up to a cumulative annual maximum of $50,000, provided the annual contract total does not increase or decrease.

B. Line item shifts meeting these criteria shall not require a formal contract amendment.

C. Contractor shall adhere to State requirements regarding the process to follow in requesting approval line item shifts.

D. Line item shifts may be proposed/requested by either the State or the Contractor.

12. CONTRACTOR'S IN-KIND SHARE REQUIREMENTS

A. The contractor shall contribute qualifying network nutrition education contributions from its own in-kind resources to the extent of the Contractor's in-kind share as detailed in Exhibit C, Contractor's In-Kind Budget. The Contractor's in-kind share must be from a public, non-Federal source. The Contractor's in-kind share cannot be used to match another Federal program. In addition, the qualifying nutrition education intervention must target Food Stamp recipients and/or other similar households with annual incomes less than $20,000 or for school districts and other education agencies, interventions must target low-resource schools, defined as those with 40% of students or more eligible for free or reduced-price school meals.

B. The Contractor is responsible for maintaining verifiable records of all in-kind contributions. The Contractor shall submit quarterly, in-kind reports documenting in-kind contributions. The in-kind documentation reports shall be submitted in a form and format prescribed by the State.

C. The Contractor shall return any funds necessary to repay the State for any Federal audit exceptions resulting in the disallowance of contract funds in which the Contractor has not complied with the requirements of this contract and applicable Federal regulations.

D. Any changes to the Contractor's in-kind share as detailed in Exhibit C, Contractor's In-Kind Budget, may be proposed by the Contractor. All changes are subject to prior written approval by the State.

13. AMENDMENT PROCEDURES

Should either party during the term of this contract desire a change in the contract, such change shall be proposed in writing to the other party, who will, within 30 calendar days of the receipt of the request, respond in writing whether the proposed change is accepted or rejected. If accepted, the agreed upon change shall be processed subject to the State's amendment process via a formal contract amendment.

14. REVENUE

The contractor shall place any income, fees, or reimbursements accruing to or received by the Contractor for services rendered under this contract into a separate identifiable account. Revenues generated by the Contractor as a result of this State contract must be utilized to meet identified, agreed upon, program-related needs of the Contractor, or must be returned to the State. Any revenues accruing to the Contractor, based on services supported in whole or in part by the State pursuant to this contract, shall only be used to defray costs incurred by this project to measurably expand the program or improve the quality of services detailed in this agreement, and must be approved in writing by the State. Adequate documentation of the use of these funds shall be maintained.

15. PROGRESS REPORTS

A. The Contractor shall submit semi-annual progress reports in triplicate to the Contract Manager in the format prescribed by the State. The progress reports shall describe progress made in completing contract deliverables, problems encountered, and solutions proposed.

B. Progress report periods and due dates are:

	Period	Due Date
Interim	October 1, 1999 - March 31, 2000	04/15/2000
Final	April 1, 2000 - September 30, 2000	10/15/2000

C. If the State does not receive complete and accurate progress reports by the required dates; further payments to the Contractor may be suspended until complete and accurate reports are received.

16. CONTRACTOR REQUIREMENTS

The Contractor shall comply with the following requirements:

A. Submit any news release related to this contract to the State for review prior to its release.

B. Contractor shall ensure that the California Department of Health Services (CDHS) and the U.S. Department of Agriculture (USDA) are clearly identified as a sponsor or support organization on all published material relating to the contract.

C. When producing audio and/or visual materials, not previously developed, the Contractor will acknowledge CDHS and USDA support in the following manner:

English
"A message from the California Department of Health Services funded by the U.S. Department of Agriculture."

Spanish
"Un mensaje del Departamento de Servicios de Salud de California auspiciado por el Departamento de Agricultura de Los Estados Unidos."

D. The CDHS' and USDA's name shall be placed prominently on all other products generated by the Contractor as a result of the contract, with appropriate credit given for funding.

E. The Contractor agrees to abide by the guidelines set for usage of the *Network* mark. Guidelines will be sent to the Contractor as a Program Letter.

F. The Contractor agrees to cooperate with the State by participating in statewide meetings and site visits, as the State Contract Manager may deem necessary.

G. The Contractor agrees to cooperate with the State in the collection of data related to evaluation of program effectiveness as requested in the manner, format, and timeline prescribed by the State. Data shall include, at a minimum; demographic description of the population served and items to measure program effectiveness.

H. The Contractor agrees to cooperate with the State in the review and, when appropriate, the field testing of statewide evaluation instruments and newly developed educational materials.

17. CHILD SUPPORT COMPLIANCE ACT ACKNOWLEDGEMENT

A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and providing the names of all new employees and providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

C. Questions about the New Employee Registry and reporting requirements are to be directed to the California Employment Development Department.

18. YEAR 2000 COMPLIANCE REQUIREMENTS

The Contractor represents and warrants fault-free performance in processing of date and date related data (including, but not limited to, calculating, comparing, and sequencing) by all hardware, software, and firmware products delivered and used under this contract, individually and in combination, upon installation. Fault-free includes the manipulation of this data with dates prior to, through and beyond January 1, 2000, and shall be transparent to the user.

19. ADDITIONAL PROVISIONS/EXHIBITS

The following attached exhibits are incorporated herein and made a part hereof by the reference:

A. Exhibit A, entitled "Scope of Work," consisting of nine (9) pages.

B. Exhibit A-1, entitled "Current Contract Year Equipment Purchased With State Funds," consisting of one (1) page.

C. Exhibit A-2, entitled "Annual Inventory of State Furnished Equipment," consisting of one (1) page.

D. Exhibit A (F), entitled "ADDITIONAL PROVISIONS (For Federally Funded Subvention Aid/Local Assistance Cost Reimbursement Contracts/Grants)" consisting of twenty-nine (29) pages.

E. Exhibit B, entitled "State Match Budget" consisting of one (1) page.

F. Exhibit C, entitled "Contractor's In-Kind Budget" consisting of one (1) page. Exhibit C represents the minimum support the Contractor agrees to provide in exchange for the payments received. Changes to Exhibit C do not require a formal amendment.

G. Exhibit D, entitled “Contractor’s Release” consisting of one (1) page.

H. Exhibit E, entitled "Travel Reimbursement Information" consisting of two (2) pages.

I. Exhibit F, entitled "Contract Uniformity" consisting of two (2) pages.

Cont or Name: City & County of San Francisco, Dept. of Public lth

Exhibit A

Contract Number: 99-85906
Contract Term: October 1, 1999- September 30, 2000
Match Budget: $158,395

CANCER PREVENTION AND NUTRITION SECTION
CALIFORNIA NUTRITION NETWORK FOR HEALTHY, ACTIVE FAMILIES
SCOPE OF WORK

Contractor Name: City & County of San Francisco, Dept. of Public Health
Contract Number: 99-85906
Contract Term: October 1, 1999- September 30, 2000
Match Budget: $158,395

Goal: To determine current behavior, knowledge, attitudes, and beliefs regarding healthy eating and physical activity among low-income adults and adolescents

TARGET POPULATION Ethnicity/Income Level (Quantify the Numbers Reached)	MEASURABLE OBJECTIVES Activities/Interventions/Methods/Messages	WHO IS RESPONSIBLE	EVALUATION TRACKING MEASURES	COMPLETION TIMEFRAME
Households with incomes < $20,000 with a focus on English, Spanish, and Chinese speaking adults and adolescents in San Francisco County Estimated number surveyed: 1000-1500 individuals	*Objective:* By January 31, 2000, 1000-1500 surveys will be completed by the target population. *Activities:* 1. A one page survey will be developed to assess: • current behavior, • knowledge, • attitudes and beliefs regarding healthy eating and physical activity The survey will be developed by the Health Educator and the Nutritionist with input from WIC Program staff. Feedback will be gathered from target population including adolescents during survey development. Survey will be field tested in WIC clinics. Final version of the survey will be translated into Spanish and Chinese.	1. SFDPH Health Educator to develop survey with SFDPH Nutritionist and Balboa Health Educator. SFDPH WIC staff will assist with field test and translation.	1. Final copy of survey and feedback from survey development will be kept on file.	1. Survey development and distribution 11/1999-12/1999

Contractor Name: City & County of San Francisco, Dept. of Public Health

Exhibit A

Contract Number: 99-85906
Contract Term: October 1, 1999- September 30, 2000
Match Budget: $158,395

TARGET POPULATION Ethnicity/Income Level (Quantify the Numbers Reached)	MEASURABLE OBJECTIVES Activities/Interventions/Methods/Messages	WHO IS RESPONSIBLE	EVALUATION TRACKING MEASURES	COMPLETION TIMEFRAME
	2. The survey will be administered at SFDPH WIC clinics, Balboa High School, the Food Stamp Office, and possibly other community agencies or locales where low-income adults and adolescents receive services.	2. SFDPH Nutritionist and Health Worker I will administer survey at most sites. Balboa Health Educator will administer surveys at sites targeting adolescents. Surveys will be tallied by Health Worker I.	2. Completed surveys will be kept on file for one year past project completion	February 2000

Contr 'Name: City & County of San Francisco, Dept. of Public h

Contract Number: 99-85906
Contract Term: October 1, 1999- September 30, 2000
Match Budget: $158,395

TARGET POPULATION Ethnicity/Income Level (Quantify the Numbers Reached)	MEASURABLE OBJECTIVES Activities/Interventions/Methods/Messages	WHO IS RESPONSIBLE	EVALUATION TRACKING MEASURES	COMPLETION TIMEFRAME
	3. Qualitative and quantitative information will be presented in a summary report and used to modify other program interventions. 4. Revisions or changes in program procedures will be done if necessary and this information will also be shared with other nutrition programs.	3. Nutritionist and Health Educator will prepare final summary. 4. Nutritionist, Health Educator and Director of Nutrition Services will do changes disseminate information.	3. Summary report will be prepared and kept on file. 4. Summary of changes and revisions will be prepared, shared and kept on file.	3. Summary report prepared 1/2000. Lesson plans/ materials revised if necessary, depending on results, 2/2000. 4. Final summary report prepared by September 30, 2000.

Contractor Name: City & County of San Francisco, Dept. of Public Health

Exhibit A

Contract Number: 99-85906
Contract Term: October 1, 1999- September 30, 2000
Match Budget: $158,395

Goal: To promote healthy eating and increased physical activity among low-income adults and adolescents.

TARGET POPULATION Ethnicity/Income Level (Quantify the Numbers Reached)	MEASURABLE OBJECTIVES Activities/Interventions/Methods/Messages	WHO IS RESPONSIBLE	EVALUATION TRACKING MEASURES	COMPLETION TIMEFRAME
Households with incomes < $20,000 with a focus on English speaking adults and adolescents in San Francisco County Estimated total number of persons to be reached *Intervention 1*: 500	*Intervention 1:* Food demonstration/nutrition class in English *Objective:* Ninety percent of food demonstration participants will correctly identify the recommended amount of fruits and vegetables to be consumed every day. *Objective:* Eighty percent of food demonstration participants will demonstrate on class evaluation the intent to change behavior regarding fruit and vegetable consumption. *Activities:*			
	1. Lesson plans, pre- and post-tests, evaluation and supporting materials if necessary will be developed for two food demonstration/classes discussing seasonal fruits and vegetables. Whenever possible existing California 5-A-Day and Nutrition Network materials will be used. Recipes demonstrated will be fast to prepare and use few and familiar ingredients. Copies of recipes will be given to class participants.	1. SFDPH Health Educator, SFDPH Nutritionist and Balboa Health Educator	1. Lesson plans, pre and post-tests and evaluations developed will be kept on file.	1. 10/1999
	2. Participants for classes will be recruited from WIC, the Food Stamp Office, Balboa High School. Information on the class will be printed and distributed at these sites and mailed to food stamp participants.	2. SFDPH Health Worker I and Balboa Health	2. Outreach activities will be documented in a log.	2. 10/1999-6/2000

'ARGET POPULATION Ethnicity/Income Level)uantify the Numbers Reached)	MEASURABLE OBJECTIVES Activities/Interventions/Methods/Messages	WHO IS RESPONSIBLE	EVALUATION TRACKING MEASURES	COMPLETION TIMEFRAME
	3. 12-15 persons will be enrolled for each class. Upon enrollment student will be asked how s/he heard about the class and if s/he has ever received a "Healthy Tips 2000" tip sheet.	3. SFDPH Health Worker I	3. All registration forms will be kept on file.	3. 11/1999-6/2000
	4. *Class detail:* Each demonstration/class will last approximately ½ hour. Class 1 will be offered throughout the winter and early spring and Class 2 will be offered in late spring and summer. At the end of the class participants will receive a pamphlet with recipes and a stamped post card addressed to SFDPH Nutritionist for evaluation. *Locations:* Classes will be offered once a week at each of the following sites: SFDPH WIC, Food Stamp Office and Balboa High School (class at high school may be offered less frequently)	4. SFDPH Nutritionist to teach class, Health Worker I to assist with summarizing evaluations, and distributing incentive items.	4. Attendance will be taken at the class. A pre- and post- test will be given to assess knowledge of recommended fruit and vegetable servings per day. Evaluation at the end of class will ask student to choose from a variety of a behavior change goals. For example: I will try to eat two more fruits or vegetables per day.	4. Classes given: 12/1999-3/2000 and 5/2000-7/2000 Revisions to lesson plans depending on feedback/ evaluation: 1/2000-6/2000. Distributing of incentive items upon receipt of post card follow-up: 1/2000-9/2000
	5. Class demographics will be obtained as part of the evaluation process.	5. Nutritionist and Health Worker I will gather and tally information.	5. Demographic information will be included in survey. A stamped post card will be given to client to evaluate if recipe has been tried at home and if behavior goal has been achieved. When post card is returned, student will receive incentive to reinforce skills learned in class and reinforce nutrition message, for example apron or measuring spoon set.	5. Summary of results will be in final summary report to be done by September 30, 2000.
	6. Nutrition Network Team will meet periodically to reassess class outline, format, etc	6. All Network Staff	6. Minutes from meeting and any revisions will be kept on file.	6. All revisions will be completed by 9/30/00.

Contractor Name: City & County of San Francisco, Dept. of Public Health

Exhibit A

ontract Number: 99-85906
ontract Term: October 1, 1999- September 30, 2000
latch Budget: $158,395

TARGET POPULATION Ethnicity/Income Level Quantify the Numbers Reached)	MEASURABLE OBJECTIVES Activities/Interventions/Methods/Messages	WHO IS RESPONSIBLE	EVALUATION TRACKING MEASURES	COMPLETION TIMEFRAME
ouseholds with incomes < $20,000 with a focus on nglish, Spanish, and hinese reading adults eceiving food stamps in an Francisco County and dolescents at Balboa High School Estimated total number of persons to be reached *Intervention 2*: 20,000	*Intervention 2:* Healthy Tips 2000 direct mailing *Objective:* By August, 31 2000, "Healthy Tips 2000" tip sheets will be distributed to target population. *Objective:*25% of persons attending food demonstration/class will report that they heard about the class from the tip sheets *Activities:* 1. Develop print media "Healthy Tips 2000" tip sheets in English, Spanish, and Chinese. Each tip sheet will target a specific behavior change goal (for example: increased physical activity) and the steps to take to achieve that goal (for example: taking the stairs, walking to the bus etc.). Information will reinforce "*5, 4, 3, 2, 1 + 30 minutes of physical activity*" message from the California Department of Health Services. Information on food demonstrations offered in conjunction with this project will be included. A total of nine different tip sheets will be created and mailed monthly.	1. SFDPH Health Educator with Balboa Health Educator	1. Copy of all the tip sheets will be kept on file.	1. 11/1999-3/2000

Contr[illegible]r Name: City & County of San Francisco, Dept. of Public [illegible]th

Exhibit A

Contract Number: 99-85906
Contract Term: October 1, 1999- September 30, 2000
Match Budget: $158,395

TARGET POPULATION Ethnicity/Income Level (Quantify the Numbers Reached)	MEASURABLE OBJECTIVES Activities/Interventions/Methods/Messages	WHO IS RESPONSIBLE	EVALUATION TRACKING MEASURES	COMPLETION TIMEFRAME
	2. Verbal agreement with Food Stamp Office will be formalize with a written agreement regarding mailing and duplication of the tip sheets.	2. SFDPH Health Educator and Food Stamp Office Staff	2. Written agreement will be kept on file.	2. 12/1999
	3. Mail tip sheets to food stamp recipients with monthly notices from the food stamp office.	3. Food Stamp Office Staff will duplicate and mail tip sheets.	3. Registration forms from food demonstrations will be kept on file. These forms will ask: "How did you hear about this food demonstration/class?" and " Have you ever read the "Healthy Tips 2000" tip sheet/flyer?" Evaluator will tally responses.	3. 1/2000-7/2000
	4. Distribute tip sheets at Balboa High School	4. Balboa Health Educator	4. Classes and venues where tip sheets are distributed to adolescents will be kept in a log	4. 1/2000-6/2000
	5. Summary Report on campaign effectiveness will be completed.	5. DPH Health Educator, Nutritionist and Balboa Health Educator	5. Number of tips distributed along with number of classes and participants.	5. 9/2000

Contractor Name: City & County of San Francisco, Dept. of Public Health

Exhibit A

Contract Number: 99-85906
Contract Term: October 1, 1999- September 30, 2000
Match Budget: $158,395

TARGET POPULATION Ethnicity/Income Level (Quantify the Numbers Reached)	MEASURABLE OBJECTIVES Activities/Interventions/Methods/Messages	WHO IS RESPONSIBLE	EVALUATION TRACKING MEASURES	COMPLETION TIMEFRAME
	Intervention 3: Increase Project Lean/Food On the Run by adding on Network activities			
Adolescents at public middle and/or high schools in San Francisco County Estimated total number of persons to be reached *Intervention 3:* 3000	*Objective:* Increase to three the number of public middle and/or high schools in San Francisco participating in Food on the Run or Nutrition Network Incentive Project activities *Activities:* 1. Balboa Health Educator will establish links with other area public high schools to generate interest in Nutrition Network and Food on the Run activities Schools may become as involved as feasible. Range of involvement may include but is not limited to: • Attempting district-wide changes such as using 1% milk in cafeterias or increasing PE requirements • Use of Food on the Run peer leaders to educate teens at different schools • Distribute Food on the Run materials and/or "Healthy Tips 2000" tip sheets at different schools • Conduct food demonstrations described above at different school sites	1. Balboa Health Educator	1. Names and schools of people contacted and other outreach activities will be documented in a log. Activities funded by this grant conducted at additional public high schools will be documented as indicated in the scope of work for each intervention Progress Report will include update on activities.	1. 12/1999-6/2000

Con[illegible]or Name: City & County of San Francisco, Dept. of Public [illegible]lth

Exhibit A

Contract Number: 99-85906
Contract Term: October 1, 1999- September 30, 2000
Match Budget: $158,395

Goal: To collaborate with community organizations to promote positive health practices in the community.

TARGET POPULATION **Ethnicity/Income Level** **(Quantify the Numbers Reached)**	**MEASURABLE OBJECTIVES** **Activities/Interventions/Methods/Messages**	**WHO IS RESPONSIBLE**	**EVALUATION TRACKING MEASURES**	**COMPLETION TIMEFRAME**
Agencies serving households with incomes < $20,000 in San Francisco County	*Objective:* By June 30, 2000, develop partnerships with various public and private organizations to encourage nutrition and physical activity. 1. Nutritionist will contact local agencies, make presentations and offer technical support regarding integrating nutrition and physical activity to public and private agencies serving the target population.	1. SFDPH Nutritionist	1. Names and agencies of people contacted and other outreach activities including materials distributed will be documented in a log.	1. 12/1999-9/2000

ate of California—Health and Human Services Agency

Department of Health Services

EXHIBIT A-1
CURRENT CONTRACT YEAR EQUIPMENT PURCHASED WITH STATE FUNDS

ontract number: ____________________

revious contract number (if applicable): ____________________

ontractor's name: ____________________

omplete address: ____________________

____

elephone number: ____________________

ontractor's contact person: ____________________

Date current contract expires: ____________________

DHS program name: ____________________

DHS program liaison: ____________________

DHS program address: ____________________

____

Liaison telephone number: ____________________

Date of this report: ____________________

Please Read Instructions on Reverse Side Before Completing

(THIS IS NOT A BUDGET FORM)

State ID Tag Number (If motor vehicle, list license number)	Quantity	Description 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	Base Cost Per Unit	DHS Order or DHS Document Number	Date Received	Serial Number (If Motor Vehicle, List VIN Number)
			$			
			$			
			$			
			$			
			$			
			$			
			$			
			$			
			$			
			$			
			$			
			$			
			$			
			$			
			$			

EXHIBIT A-2

ANNUAL INVENTORY OF STATE-FURNISHED EQUIPMENT

Contract No.: ______________________ Date Contract Expires: ______________

Previous Contract No.: ______________________
(if applicable)

Contractor's Name	Contractor's Complete Address	Contact Name/Phone No: ( )
DHS Program Name:	DHS Program Address	
DHS Program Liaison	DHS Liaison's Telephone No: ( ) E-Mail:	Date of This Report

(THIS IS NOT A BUDGET FORM)

State ID Tag No. (If Motor Vehicle, List License No.)	Quantity	Description 1. Include manufacturer's name, model no., type, size, and/or capacity 2. If motor vehicle, list year, make, model no., type of vehicle (van, sedan, pik-up, etc.) 3. If van, include passenger capacity	Base Cost Per Unit	DHS ASSET MGMT. USE ONLY DHS Document No.	Date Received	Serial No. (If Motor Vehicle, list VIN No.)
			$			
			$			
			$			
			$			
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			$			

NSTRUCTIONS: 1. Copy information from Exhibit A-1 from prior contracts
2. For more information regarding listing and tagging of equipment, please call Asset Management at (91[illegible])3-4524

Exhibit A(F)

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

ADDITIONAL PROVISIONS

(FOR FEDERALLY FUNDED SUBVENTION AID/LOCAL ASSISTANCE AND COST REIMBURSEMENT CONTRACTS/GRANTS)

1. FEDERAL EQUAL OPPORTUNITY CLAUSE

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, or age. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical or mental handicap, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the State, setting forth the provisions of the Equal Opportunity clause and the Rehabilitation Act of 1973. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental handicap, or age, and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental handicap, or age.

c. The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or worker's representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of the Rehabilitation Act of 1973 and of the Federal Executive Order No. 11246 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of this Equal Opportunity clause or with any federal rules, regulations, or orders which are referenced in this clause, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order

No. 11246 as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of paragraphs a through g in every *subcontract* or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, or Section 503 of the Rehabilitation Act of 1973, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or the State may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. TRAVEL AND PER DIEM

Any reimbursement for necessary travel and per diem shall be at rates currently in effect, as established by the Department of Personnel Administration, for similar state employees. Exceptions to these rates may be approved by the State upon the verification of a statement submitted by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior written authorization from the State.

3. PURCHASING/PROCUREMENT RULES

a. **Units of local government, public entities (including the Universities of California and California State University and auxiliary organizations/foundations thereof), and state or federal agencies,** whether acting as a contractor and/or subcontractor, **may use their existing procurement systems to secure** ***all*** **articles, supplies, equipment** *(e.g., nonexpendable items with a unit cost of $500 or more and a useful life expectancy of four or more years, including EDP/ADP, telecommunications, and motor vehicles),* and services related to such purchases that are required in performance of this contract, ***without regard to dollar limit*****, subject to the provisions in paragraphs e through l of this section.** *The provisions in paragraphs b, c, and d of this section may also apply, if purchases are subdelegated to subcontractors that are nonprofit organizations, for-profit entities or private vendors.*

b. All other entities (**nonprofit organizations, for-profit entities, or private vendors**), whether acting as a contractor or subcontractor, **may use their existing procurement systems to secure articles, supplies, equipment** *(e.g., nonexpendable items with a unit cost of $500 or more and a useful life expectancy of four or more years, including EDP/ADP, telecommunications, and motor vehicles),* and services related to such purchases that are required in performance of this contract. **Equipment procurement shall not exceed** ***an annual maximum limit of $50,000*****, subject to the provisions in paragraphs c through l of this section.** *The provisions in paragraph a of this section may also apply, if purchases are subdelegated to subcontractors that are units of local government, public entities, state or federal agencies.*

c. All other entities (**nonprofit organizations, for-profit entities, or private vendors**), whether acting as a contractor or subcontractor, **shall use procurement systems that meet the following standards:**

(1) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee,

officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to his or her knowledge, he or she has a financial interest.

(2) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition..

(3) Procurements shall be conducted in a manner that provides for all of the following:

(a) Avoidance of the purchasing of unnecessary or duplicate items.

(b) Solicitations for capital expenditures (equipment) shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

(c) The taking of positive steps to utilize small, minority, women, or veteran owned businesses.

d. **To secure equipment above the annual maximum limit of $50,000,** the Contractor shall make arrangements through the appropriate Department of Health Services (DHS) program contract manager, to have all remaining equipment purchased through the DHS Purchasing Unit by way of the Department of General Services, Office of Procurement. The cost of equipment purchased by or through the State shall be deducted from the funds available in this contract. Contractor shall submit to the DHS Purchasing Unit a list of equipment specifications for those items which the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with the State. The equipment will be delivered to the Contractor's address, as stated on the face of the contract, unless the Contractor notifies the State, in writing, of an alternate delivery address.

e. Prior written authorization from the appropriate DHS program contract manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for articles, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by the State, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

f. In special circumstances, defined by the State, the State may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. The State reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that the State determines to be unnecessary in carrying out performance under this contract.

g. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this contract. The State reserves the right to request copies of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

h. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids, and other information used in vendor selection, for inspection or audit by the State. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit by the State.

i. The State may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under paragraphs a and/or b of this section by giving the Contractor no less than 30 calendar days written notice.

4. OWNERSHIP/DISPOSITION/INVENTORY OF EQUIPMENT PURCHASED/REIMBURSED WITH CONTRACT FUNDS OR FURNISHED BY THE STATE

a. All equipment of any kind, as defined in section 3, paragraph a, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract and not fully consumed in performance of this contract shall be considered state equipment and the property of the State.

b. Title to state equipment shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, the State shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or subcontractor's facility which may be affected by the removal of any state equipment.

d. The Contractor and/or subcontractor shall maintain and administer, according to state directives and sound business practices, a program for the proper use, maintenance, repair, protection, insurance, and preservation of state equipment.

e. Equipment, as defined in section 3, paragraph a, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, shall only be used for performance of this contract.

f. Contractor shall submit an annual inventory of equipment, as defined in section 3, paragraph a, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract. Include in that inventory, said equipment in the Contractor's possession and/or in the possession of a subcontractor. The State will prescribe the inventory format and may supply applicable forms to be used for this purpose.

g. Within 90 calendar days prior to the termination or end of this contract, the Contractor shall provide a final inventory of equipment to the State and shall at that time query the State as to the requirements, including the manner and method, of returning state equipment to DHS. Final disposition of equipment shall be at state expense and according to state instructions. Property disposition instructions shall be issued by the State immediately after receipt of the final equipment inventory.

h. **Motor Vehicles**

(1) If motor vehicles are purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, within 30 calendar days prior to the termination or end of this contract, the Contractor and/or subcontractor shall return such vehicles to the State and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to the State.

(2) If motor vehicles are purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, the State shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or subcontractor may only use said vehicles for performance and under the terms of this contract.

(3) The Contractor and/or subcontractor agree that all operators of motor vehicles, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, the Contractor and/or subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this contract or any period of contract extension during which any vehicle remains in the Contractor's and/or subcontractor's possession:

(a) **Automobile Liability Insurance**

The Contractor, by signing this contract, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, to the Contractor and/or subcontractor.

(b) The Contractor and/or subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the State.

(c) The Contractor and/or subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this contract or until such time as the motor vehicle is returned to the State.

(d) The Contractor and/or subcontractor agree to provide, at least 30 days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this contract, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or subcontractor must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving 30 calendar days prior written notice to the State (Department of Health Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract and any extension or continuation of this contract are concerned.

[3] The insurance carrier shall notify the State of California Department of Health Services, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but no limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the contract number for which the insurance was obtained.

(f) The Contractor and/or subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General

Services, Office of Insurance and Risk Management. The Contractor shall be notified by the State, in writing, if this provision is applicable to this contract.

(g) In the event the Contractor and/or subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

5. REQUIREMENTS APPLICABLE TO SUBCONTRACTS FOR SERVICES

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. For subcontracts for services exceeding $5,000, Contractors shall obtain at least three bids or justify a sole source award.

  (1) The Contractor must provide in its request for authorization, all particulars necessary for evaluating the necessity or desirability of incurring such cost.

  (2) The State may identify the information needed to fulfill this requirement.

b. The State reserves the right to approve or disapprove the selection of subcontractors, require the substitution of subcontractors, and order the termination of subcontracts entered into in support of this contract.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of the State. The State may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by the State.

d. Contractor shall maintain a copy of each subcontract entered into in support of this contract and shall, upon request by the State, make said copies available for approval, inspection, or audit.

e. Sole responsibility rests with the Contractor to ensure that subcontractors are paid in a timely manner.

f. The Contractor is responsible for all performance requirements under this contract even though performance may be carried out through a subcontract.

g. The Contractor is responsible for a subcontractor's actions or failure to take action in fulfilling the requirements of this contract.

h. When entering into consulting services contracts with the State, Contractor may be required to supply budget detail for each subcontractor and/or each major subcontracted activity under this contract.

  (1) Budget detail format and submission requirements will be prescribed by the State.

  (2) Methods of including budget detail in this contract, if applicable, will be prescribed by the State.

  (3) Any subcontractor budget detail displayed in this contract, or incorporated by reference, is included for information purposes only.

Changes to a subcontractor's identity or subcontract budget detail may be made with the mutual consent of the State and the Contractor and said changes shall not require the processing of a formal amendment to this contract.

i. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this contract.

j. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

> (*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Contract Number*) and final payment from the State, and to permit the State or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract."

k. Unless otherwise stipulated in writing by the State, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this contract.

l. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 25, 32, 36, and 37.

6. INCOME RESTRICTIONS

Unless otherwise stipulated in this contract, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this contract shall be paid by the Contractor to the State, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the State under this contract.

7. EXAMINATION OF ACCOUNTS, AUDITS, AND RECORDS

a. The Contractor and/or subcontractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this contract, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this clause.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this contract and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction by the State, State of California Bureau of State Audits or any of its duly authorized representatives, including the Comptroller General of the United States.

c. The Contractor and/or subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this contract, and (2) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs (1) or (2) below.

   (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

   (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until

completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

8. INSPECTION

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made by the State of the premises of the Contractor or subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the state representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. FUNDING AVAILABILITY

a. Federal contract funds.

(1) It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

(2) This contract is valid and enforceable only if sufficient funds are made available to the state by the United States Government for the fiscal years covered by the term on this contract. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this contract in any manner.

(3) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

(4) The Department has the option to void or cancel the contract with 30 days advance written notice or to amend the contract to reflect any reduction in funds.

b. State contract funds committed prior to July 1 of any fiscal year.

(1) Contractor understands that this contract may have been written and executed prior to the passage of a Governor's annual budget in order to avoid program and fiscal delays which could occur if the contract were executed after such event.

(2) This contract is valid and enforceable only if sufficient funds are made available by the appropriate budget act for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in a budget bill or any statute enacted by the legislature that may affect the provisions, terms, or funding of this contract in any manner.

(3) If sufficient funds are not appropriated for this program and contract, this contract shall be invalid and of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this contract, and the Contractor shall not be obligated to perform any provisions of this contract.

10. STATE NONDISCRIMINATION CLAUSE AND REQUIREMENTS

a. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0. et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a–f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract.

b. Contractor shall include the nondiscrimination and compliance provisions of paragraph (a) in all subcontracts to perform work under the contract.

c. The Contractor will not discriminate in the provision of services against any person with protected status as provided by state and federal law and described in paragraph a.

d. For the purpose of this contract, distinctions made on the basis of a person's protected status as noted in paragraph a include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time or place from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his or her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he or she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.

e. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to their protected status as noted in paragraph a.

f. The Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of a person's protected status as noted in paragraph a will be resolved by the State through the Department of Health Services' Affirmative Action/Discrimination Compliant Process.

g. The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which service participants are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.

h. The Contractor shall operate the program or activity in such a manner that it is readily accessible to and usable by mentally or physically handicapped persons pursuant to 45 Code of Federal Regulations, Parts 84, Sections 84.21 and 84.22.

i. The Contractor shall keep records, submit required compliance reports, and permit state access to records in order that the State can determine compliance with the nondiscrimination requirements pursuant to 45 Code of Federal Regulations, Parts 80, 84, and 90, Sections 80.6, 84.61, and 90.42.

11. FREEZE EXEMPTIONS

(Applicable only to local governmental and public entities.)

a. Contractor agrees that any hiring freeze adopted during the term of this contract shall not be applied to the positions funded, in whole or in part, by this contract.

b. Contractor agrees not to implement any personnel policy which may adversely affect performance or the positions funded, in whole or in part, by this contract.

c. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this contract shall not restrict travel funded, in whole or in part, by this contract.

d. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this contract shall not restrict or limit purchases funded, in whole or in part, by this contract.

12. AMERICANS WITH DISABILITIES ACT REQUIREMENTS

By signing this contract, Contractor assures the state that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

13. RIGHTS IN DATA

a. **Subject Data.** As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

b. **Federal Government and State Rights.** Subject only to the provisions of paragraph c, below, the Federal Government and State may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this contract.

c. **License to Copyrighted Data.** In addition to the Federal Government and State rights as provided in paragraph b, above, with respect to any subject data which may be copyrighted, the Contractor and applicable subcontractor agrees to and does hereby grant to the Federal Government and State a royalty-free, nonexclusive, and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for State or Federal Government purposes and to have or permit others to do so. Provided, however, that such license shall be only to the extent that Contractor now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

d. **Relation to Patents.** The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

e. **Marking and Identification.** The Contractor shall mark all Subject Data with the number of this contract and the name and address of the Contractor or subcontractor who generated the data. The Contractor shall not affix any restrictive markings upon any Subject Data, and if such markings are affixed, the Federal Government or State shall have the right at any time to modify, remove, obliterate, or ignore any such markings.

f. **Subcontractor Data.** Whenever any Subject Data is to be obtained from a subcontractor under this contract, the Contractor shall use this same clause in subcontract without alteration, and no other clause shall be used to enlarge or diminish the Federal Government's or State's rights in the subcontractor Subject Data.

g. **Deferred Ordering and Delivery of Data.** The Federal Government or State shall have the right to order, at any time during the performance of this contract or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract and the Contractor shall promptly prepare and deliver such data as is ordered. If the principal investigator is no longer associated with the Contractor, the Contractor shall exercise its best efforts to prepare and deliver such data as is ordered. The Federal Government's or State's right to use data delivered pursuant to this paragraph g shall be the same as the rights in Subject Data as provided in paragraph b, above. The Contractor shall be relieved of obligation to furnish data pertaining to an item obtained from a subcontractor upon the expiration of two years from the date he accepts such items. When data, other than Subject Data, is delivered pursuant to this paragraph g, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such payment shall be agreed upon in writing by the Contractor and the State and/or Federal Government, whichever ordered the production of the data.

14. DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

a. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the state employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the state employment service, but are not required to provide those reports set forth in paragraphs d and e.

c. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

d. The reports required by paragraph b of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that state employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for the on-the-job training under 39 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the Federal Contracting Officer, the State, or the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

e. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each state where it has establishments of the name and location of each hiring location in the state. As long as the Contractor is contractually bound to these provisions and has so advised the state system, there is no need to advise the state system of subsequent contracts. The Contractor may advise the state system when it is no longer bound by this contract clause.

f. This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

g. The provisions of paragraphs b, c, d, and e of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

h. As used in this clause:

(1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction: plant and office; laborers and mechanics; supervisory and nonsupervisory; technical and executive, administrative, and professional openings that are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances, an employment opening may not be suitable for listing, including such situations where the needs of the Federal Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the

requirement of listing would otherwise not be for the best interest of the Federal Government.

(2) "Appropriate office of the state employment service system" means the local office of the federal/state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

i. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Federal Secretary of Labor issued pursuant to the Act.

j. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Federal Secretary of Labor issued pursuant to the Act.

k. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director of the Office of Federal Contract Compliance Programs, provided by or through the contracting Officers or State. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

l. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by terms of the Vietnam Era Veteran's Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

m. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Federal Secretary of Labor issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

15. CLEAN AIR AND WATER

a. (Applicable only if the contract is not with a sole source vendor of products or services, or if it exceeds $5,000.)

The Contractor agrees under penalty of perjury (it, he, she) is not in violation of any order or resolution which is not subject to review promulgated by the State Air Resources Board or an air pollution district.

The Contractor agrees under penalty or perjury (it, he, she) is not subject to cease and desist order which is not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is not finally determined to be in violation of provisions of federal law relating to air or water pollution.

b. (Applicable only if the contract or subcontract exceeds $100,000 or the contract is not otherwise exempt under 40 CFR 15.5.)

The Contractor agrees as follows:

To comply with all the requirements of Section 114 of the Clean Air Act as amended (42 U.S.C. 7401 et seq., as amended by Public Law 95-95), and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued to implement those Acts before the award of this contract.

16. USE OF MINORITY, WOMEN, AND DISABLED VETERAN BUSINESS ENTERPRISES

(Applicable to any contract subject to M/W/DVBE goal participation or good faith effort compliance. Not applicable to local government or public entities or entities exempted by DHS.)

a. It is a federal policy to award a fair share of contracts to small, minority, and women owned business firms. The State Legislature has declared that a fair proportion of the total purchases and contracts or subcontracts for property and services for the State be placed with minority, women, and disabled veteran owned business enterprises.

b. All M/W/DVBE participation attachments, however labeled, completed as a condition of bidding, contracting or amending a subject contract are incorporated herein and made a part of this contract by this reference.

c. Contractor agrees to use any and all proposed M/W/DVBEs, as identified in previously submitted M/W/DVBE attachments, unless the Contractor submits a written request for substitution of a like vendor. All requests for substitution must be approved by the State, in writing, prior to using a substituted M/W/DVBE subcontractor, supplier or vendor.

Requests for substitution must be directed to the program funding this contract and must contain: (1) identity of the firm to be substituted and its M/W/DVBE status, (2) reason for the substitution, and (3) identity of the replacement firm and its M/W/DVBE status.

d. Contractor agrees the State will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor agrees to provide the State or its delegatee with any relevant information requested and shall permit the State or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with State M/W/DVBE goal or good faith effort compliance. Contractor further agrees to maintain such records for a period of three (3) years after final payment is received under the contract.

17. PRINTING

If printing or other reproduction work of more than an incidental and minor dollar amount (e.g., $25,000 or 10 percent of the contract total, whichever is less) is a reimbursable item in this contract, it shall be printed or produced by the State Printer. The State Printer may, at his sole option, elect to forego said work and delegate the work to the private sector. If the State Printer prints or produces said work, or the State obtains the printing or other work through another source, the cost will be deducted from said contract amount. This requirement does not apply to normal in-house copying necessary for routine business matters of the Contractor.

18. PRIOR APPROVAL OF TRAINING SEMINARS, WORKSHOPS, OR CONFERENCES

Contractor shall obtain prior state approval over the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference and over any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under the contract in any media. This paragraph does not apply to necessary staff meetings to conduct routine business matters.

19. CONFIDENTIALITY OF INFORMATION

a. The Contractor and his or her employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this contract or persons whose names or identifying information become available or are disclosed to the Contractor, his/her employees, agents, or subcontractors as a result of services performed under this contract, except for statistical information not identifying any such person.

b. The Contractor, his/her employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this contract.

c. The Contractor, his/her employees, agents, or subcontractors shall promptly transmit to the State all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this contract or authorized by the client, any such identifying information to anyone other than the State without prior written authorization from the State.

e. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

20. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

(Not applicable if Contractor is a public entity.)

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

21. DOCUMENTS AND WRITTEN REPORTS

Any document or written report prepared as a requirement of this contract shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

22. RESOLUTION OF DIRECT SERVICE CONTRACT DISPUTES

a. If the Contractor believes there is a dispute or grievance between the Contractor and the State, the procedures set forth in Chapter 2.1, Sections 20201 through 20205, of Title 22, of the California Code of Regulations, shall be followed.

b. If the Contractor wishes to appeal the decision of the Deputy Director for Public Health or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)

c. Disputes arising out of an audit or examination of a contract not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the contract shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

23. FINANCIAL AND COMPLIANCE AUDIT OF NONPROFIT ENTITIES

(Applicable only if Contractor is a private, nonprofit entity)

a. Definitions within this paragraph are defined in Section 38040 of the Health and Safety Code, which, by this reference, is made a part hereof.

b. Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. The audit shall be conducted in accordance with the requirements specified in the Federal Office of Management and the Budget (OMB) Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Organizations."

c. References to "Federal" in OMB Circular A-133 shall be considered to man "Federal and/or State" in contracts where state funds are present either alone or in conjunction with federal funds.

d. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year. Two copies of the audit report shall be delivered to the state program funding this contract. The report shall be due within 30 days after the completion of the audit.

e. If the contractor receives less than $25,000 per year from the State, the audit shall be conducted biennially, unless there is evidence of fraud or other violation of state law in connection with this contract. This requirement takes precedence over the OMB A-133 section which exempts from federal audit requirements any nonprofit institution receiving less than $25,000 per year.

f. The cost of such audit may be included in the funding for this contract up to the proportionate amount this contract represents of the Contractor's total revenue.

g. The State, or its authorized designee including the Bureau of State Audits, is responsible for conducting contract performance audits which are not financial and compliance audits.

h. Nothing in this contract limits the State's responsibility or authority to enforce state law or regulations, procedures, or reporting requirements arising pursuant thereto.

i. Nothing in this paragraph limits the authority of the State to make audits of this contract, provided however, that if independent audits arranged for by the Contractor meet generally accepted governmental auditing standards, the State shall rely on those audits and any additional audit work shall build upon the work already done.

j. The State may, at its option, direct its own auditors to perform the single audit described in OMB Circular A-133. The State's auditors shall meet the independence standards specified in Government Auditing Standards. The audit shall be conducted in accordance with OMB Circular A-133 so as to satisfy all state and federal requirements for a single organization wide audit.

24. CONTRACT AMENDMENTS

This contract may be amended by mutual agreement between the parties as stipulated in the body of this contract. The amendment may be subject to the approval of the Department of General Services.

25. FEDERAL CLINICAL LABORATORY IMPROVEMENT AMENDMENTS (CLIA) REQUIREMENTS

(Applicable only to contracts/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination on materials derived from the human body.)

By signing this contract Contractor agrees that if any performance under this contract or any subcontract or subagreement includes any tests or examination on materials derived from the human body for the purpose of providing information diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

26. CONFLICT OF INTEREST—CURRENT AND FORMER STATE EMPLOYEES

a. Current State Officers and Employees

(1) Contractor shall not utilize in the performance of this contract any state officer or employee in the state civil service or other appointed state official unless the employment, activity, or enterprise is required as a condition of the officer or employee's regular state employment. Employee in the state civil service is defined to be any person legally holding a permanent or intermittent position in the state civil service.

(2) If any state officer or employee is utilized or employed in the performance of this contract, Contractor shall first obtain written verification from the State that the employment, activity, or enterprise is required as a condition of the officer's, employee's, or official's regular state employment and shall keep said verification on file for three years after the termination of this contract.

(3) Contractor may not accept occasional work from any currently employed state officer, employee, or official.

(4) If Contractor accepts volunteer work from any currently employed state officer, employee, or official, Contractor may not reimburse, or otherwise pay or compensate, such person for expenses incurred, including, without limitation, travel expenses, per diem, or the like, in connection with volunteer work on behalf of contractor.

(5) Contractor shall not employ any state officers, employees, or officials who are on paid or unpaid leave of absence from their regular state employment.

(6) Contractor or anyone having a financial interest in this contract may not become a state officer, employee, or official during the term of this contract. Contractor shall notify each of its employees, and any other person having a financial interest in this contract that it is unlawful under the Public Contract Code for such person to become a state officer, employee, or official during the term of this contract unless any relationship with the Contractor giving rise to a financial interest, as an employee or otherwise, is first terminated.

(7) Occasional or one-time reimbursement of a state employee's travel expenses is not acceptable.

b. Former State Officers and Employees

(1) Contractor shall not utilize in the performance of this contract any formerly employed person of any state agency or department that was employed under the state civil service, or otherwise appointed to serve in the State Government, if that person was engaged in any negotiations, transactions, planning, arrangement, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency or department. This prohibition shall apply for a two-year period beginning on the date the person left state employment.

(2) Contractor shall not utilize within 12 months from the date of separation of services, a former employee of the contracting state agency or department if that former employee was employed in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to the employee leaving state service.

c. Failure to Comply with Subparts a or b

If Contractor violates any provision of subparts a or b above, such action by Contractor shall render this contract void, unless the violation is technical or nonsubstantive.

27. **SINGLE AUDIT ACT OF 1984** (applicable only if Contractor is a governmental entity)

In accordance with Public Law 98-502 and OMB Circular A-128, it is stipulated between the parties hereto that:

a. The cost of the single audit will be charged to the federal assistance program providing funds for this contract on a "Fair Share" basis. The amount chargeable to federal assistance programs for the cost of the single audit is calculated based on the ratio of federal expenditures to total expenditures of the Contractor. The State's share of the single audit cost under this contract is based upon the ratio of federal funds received under this contract to total federal funds received by the Contractor each fiscal year.

b. The Contractor shall include a clause in any contract the Contractor enters into with the audit firm doing the single audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single audit for the Contractor.

c. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book."

28. CONTRACTOR NAME CHANGE

Contractor shall provide written notice to the State at least 30 days prior to any changes to the Contractor's current legal name.

29. NOVATION

If the Contractor proposes any novation agreement, the State shall act upon the proposal within 60 days after receipt of the written proposal. The State may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection may be made orally within the 60 day period, and confirmed in writing within five days.

30. DRUG-FREE WORKPLACE

Contractor certifies to the State that it will provide a drug-free workplace by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:

   (1) The dangers of drug abuse in the workplace.

   (2) The person's or organization's policy of maintaining a drug-free workplace.

   (3) Any available drug counseling, rehabilitation, and employee assistance programs.

   (4) The penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision a and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

d. Contractor agrees this contract may be subject to suspension of payments or termination of this contract, or both, and the contractor may be subject to debarment, in accordance with the requirements of the Government Code, Section 8350, et seq., if the Department determines that any of the following has occurred:

   (1) The Contractor or Grantee has made a false certification.

   (2) The Contractor violates the certification by failing to carry out the requirements of subdivisions a through c above.

31. DEBARMENT AND SUSPENSION REQUIREMENTS

Contractor agrees to comply with the debarment and suspension requirements as found in 7 Code of Federal Regulations, Part 3017, or as amended.

32. ENVIRONMENTAL TOBACCO SMOKE CERTIFICATION

(Applicable to contracts/grants and subcontracts/subawards, that have a start date of December 26, 1994, or later, and provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this contract, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into on or after December 26, 1994 which provide for children's services as described in the Act.

33. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

34. FINAL INVOICE—FINAL REPORT—RETENTION OF FUNDS

(Applicable only if a final report is required by the contract)

The State may, at its discretion, withhold 10 percent (10%) of the face amount of the contract, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until receiving a final report that is satisfactory to the State.

35. CONTRACTOR PERFORMANCE EVALUATION

The State may, at its discretion, evaluate the performance of the Contractor at the conclusion of the contract. If performance is evaluated, the evaluation shall not be a public record, but may be placed on file with the Department of General Services. Negative performance evaluations may be considered by the State prior to making future contract awards. Performance evaluations, may include, but not be limited to the following:

(a) Whether the work or services were completed as specified.

(b) The reasons for and amount of cost overruns, if any.

(c) Whether the work or services met the specified quality standards.

(d) Whether the Contractor fulfilled all contract requirements.

(e) The factors outside the Contractor's control that may have caused performance difficulties.

36. OFFICIALS NOT TO BENEFIT

No members of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this contract if made with a corporation for its general benefits.

37. LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL ACTIONS AND RELATED DISCLOSURES

a. Definitions. As used in this Exhibit.

"Agency," as defined in 5 U.S.C. 552(f), includes federal executive departments and agencies as well as independent regulatory commissions and government corporations, as defined in 31 U.S.C. 9101(1).

"Covered federal action" means any of the following federal actions:

(1) The awarding of any federal contract;

(2) The making of any federal grant;

(3) The making of any federal loan;

(4) The entering into of any cooperative agreement; and

(5) The extension, continuation, renewal, amendment, or modification of any federal contract grant, loan, or cooperative agreement.

Covered federal action does not include receiving from an agency a commitment providing for the United States to ensure guarantee of a loan.

Indian tribe and tribal organizations have the meaning provided in Section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in the Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with any covered federal action.

"Local government" means a unit of government in a state and, if chartered, established, or otherwise recognized by a state for the performance of a government duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a postman in the Government under Title 5, U.S.C., including a position under a temporary appointment;

(2) A member of the uniformed services as defined in Section 101(3), Title 37, U.S.C.;

(3) A special government employee as defined in Section 202, Title 18, U.S.C.; and

(4) An individual who is a member of a federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, U.S.C., Appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, state and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes the Contractor or Grantee, and all subcontractors or subgrantees at any tier in connection with a federal contract, grant, or other federally funded activity. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a state, and a multistate, regional, or interstate entity having governmental duties and powers.

b. Prohibition.

(1) Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal

actions: The awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(a) Agency and legislative liaison by own employees.

[1] The prohibition on the use of appropriated funds, in paragraph b(1), does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a federal contract if the payment is for agency and legislative liaison activities not directly related to a covered federal action.

[2] For purposes of paragraph b(2)(a)[1], providing any information specifically requested by an agency or Congress is allowable at any time.

[3] For purposes of paragraph b(2)(a)[1] of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered federal action:

[a] Discussing with any agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

[b] Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

[4] For purposes of paragraph b(2)(a)[1] of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered federal action:

[a] Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered federal action;

[b] Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

[c] Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

[5] Only those activities expressly authorized by paragraph b(2)(a) are allowable under paragraph b(2)(a).

(b) Professional and technical services by own employees.

[1] The prohibition on the use of appropriated funds, in paragraph b(1), does not apply in the case of any reasonable payment of reasonable compensation made to an officer or employee of a person requesting or receiving a federal contract or an extension, continuation, renewal, amendment, or modification of a federal contract if payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid,

proposal, or application for that federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that federal contract.

[2] For purposes of paragraph b(2)(b)[1], professional and technical services shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice and analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered federal action.

[3] Requirements imposed by or pursuant to law as a condition for receiving a covered federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

[4] Only those services expressly authorized by paragraph b(2)(b) are allowable under paragraph b(2)(b).

(c) Reporting for own employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(d) Professional and technical services by other than own employees.

[1] The prohibition on the use of appropriated funds, in paragraph b(1), does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that federal contract.

[2] For purposes of paragraph b(2)(d)[1], "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided

by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

[3] Requirements imposed by or pursuant to law as a condition for receiving a covered federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

[4] Persons other than officers or employees of a person requesting or receiving a covered federal action include consultants and trade associations.

[5] Only those services expressly authorized by paragraph b(2)(d) of this section are allowable under paragraph b(2)(d).

(e) The prohibition on use of federal appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action. (55 Federal Regulation 24542 (June 15, 1990))

c. Certification and disclosure.

(1) Each person (or recipient) who requests or receives a contract, subcontract grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by paragraph b of this Exhibit.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form–LLL 'Disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant, which would be prohibited under paragraph b of this Exhibit if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under

paragraph c(2). An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or

(b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(c) A change in the officer(s), employee(s), or Member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in paragraph c(1) of this section a contract, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in paragraph (1) of this section. That person shall forward all disclosure forms to the state agency.

d. Agreement. In accepting any contract, grant, subcontract, or subgrant subject to this Exhibit the recipient (and any person submitting an offer for such a contract or grant) agrees not to make any payment prohibited by law or this Exhibit.

e. Penalties.

(1) Any person who makes an expenditure prohibited under paragraph b of this Exhibit shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

(2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this Exhibit, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) Recipients may rely without liability on the representations made by their subcontractors or subgrantees in the certification and disclosure form.

f. Cost allowability. Nothing in this Exhibit is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this Exhibit will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

Attachment 1

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Contractor
Printed Name of person Signing for Contractor

Contract/Grant Number
Signature of Person Signing for Contractor

Date
Title

After execution by or on Behalf of Contractor, please return to:

Department of Health Services
(Name of the DHS program providing the funds)
P.O. Box 942732
714 P Street
Sacramento, CA 94234-7320

Attachment 2

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
☐ a. initial filing
b. material change
For Material Change Only:
Year ______ quarter ______
date of last report ________

4. Name and Address of Reporting Entity:
☐ Prime ☐ Subawardee
Tier ______, if known:
Congressional District, if known:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:
CFDA Number, if applicable: ____________

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):

b. Name and Address of Lobbying Entity (if individual, last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply):
$ ____________ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
☐ a. cash
☐ b. in-kind, specify: Nature ____________
Value ____________

13. Type of Payment (check all that apply):
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d contingent fee
☐ e. deferred
☐ f. other, specify: ____________

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including Officer(s), Employee(s), or Member(s) Contacted, for Payment Indicated in Item 11:

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A Attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by Title 31, U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31, U.S.C., Section 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature ____________
Print Name: ____________
Title: ____________
Telephone No.: ____________ Date: ________

Federal Use Only:

Authorized for Local Reproduction
Standard Form—LLL

CMS Instructional Bulletin No. 14 (10/91)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipients at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and ZIP code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and ZIP code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract grant or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g. "RFP-DE-90401."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state, and ZIP code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

    (b) Enter the full names of the Individual(s) performing services and include full address if different from 10.(a). Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all box(es) that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials, identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and renewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Contractor Name: City & County of San Francisco, Department of Public Health **EXHIBIT B**

Contract Number: 99-85906

STATE MATCH BUDGET
October 1, 1999 through September 30, 2000

	TOTAL
A. PERSONNEL COSTS	$91,236
B. FRINGE BENEFITS @ approximately 25 % of Personnel Costs	$22,809
TOTAL PERSONNEL EXPENSES	$114,045
C. OPERATING EXPENSES	$17,754
D. EQUIPMENT EXPENSES	$0
E. TRAVEL AND PER DIEM	$3,000
F. SUBCONTRACTS	$9,997
G. OTHER COSTS	$4,475
SUBTOTAL OF DIRECT COSTS	$149,271
H. INDIRECT COSTS @ approximately 8 % of Total Personnel Expenses	$9,124
TOTAL EXPENSES	$158,395

Contractor Name: City & County of San Francisco, Department of Public Health
Contract Number: 99-85906

Exhibit C
IN-KIND BUDGET
October 1, 1999 through September 30, 2000

	TOTAL
A. PERSONNEL COSTS	$120,018
B. FRINGE BENEFITS @ approximately 26% of Personnel Costs	$31,205
TOTAL PERSONNEL EXPENSES	$151,223
C. OPERATING EXPENSES	$20,566
D. EQUIPMENT EXPENSES	$0
E. TRAVEL AND PER DIEM	$0
F. SUBCONTRACTS	$0
G. OTHER COSTS	$145,000
SUBTOTAL OF DIRECT COSTS	$316,789
H. INDIRECT COSTS @ approximately 0 % of Total Personnel Expenses	$0
TOTAL EXPENSES	$316,789

State of California — Health and Human Services Agency
Department of Health Services

Exhibit D

CONTRACTOR'S RELEASE

Instructions to Contractor:

With final invoice(s) submit one (1) original and two (2) copies. The original must bear the original signature of a person authorized to bind the Contractor. The additional copies may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** _________________ entered into between the State of California Department of Health Services and the Contractor (identified below), the Contractor does hereby acknowledge that final payment has been requested via **invoice number(s)** ______________________, in the **amount(s) of $**_____________________ and **dated** ____________________. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment, will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that **[Enter "percentage value" or "zero"]** ________ percent of the materials, goods, supplies or products offered or used in the performance of the above referenced contract meets or exceeds the minimum percentage of recycled material, as defined in Public Contract Code Sections 12161 and 12200.

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHS or purchased with or reimbursed by contract funds)

Unless DHS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHS, at DHS's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

Contractor's Legal Name (As on contract): ______________________________

Signature of Contractor or Official Designee: ______________________________ Date: __________

Printed Name/Title of Person Signing: ______________________________

DHS Distribution: Accounting (Original) Program CMU contract file

DHS 2352 (9/99)

EXHIBIT E

Travel Reimbursement Information
Effective January 2, 1998

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract.

   a. Reimbursement shall be at the rates established for non-represented/excluded state employees.

   b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever contractor leaves his or her home or headquarters. "Headquarters" is defined as the place where contracted personnel spend the largest portion of their regular working time and return to upon the completion of special assignments.

   c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this bulletin to determine the reimbursement allowance. All lodging must be receipted. If contractor does not present receipts, lodging will not be reimbursed.

      (1) Lodging: Statewide Rate (with receipts) Actual cost up to $79.00 plus tax.

      Reimbursements for actual lodging expenses exceeding the above amounts may be allowed with the advance written approval of the Deputy Director of the Department of Health Services or his or her designee. Receipts are required.

      (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum.

Breakfast	$6.00	Dinner	$18.00
Lunch	$10.00	Incidentals	$6.00

   d. Out-of-state travel may only be reimbursed if such travel has been stipulated in the contract and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c(2) above. For all out-of-state travel, contractors must have prior Departmental approval and a budgeted trip authority.

   e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this bulletin.

   f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, DHS shall inform the contractor, in writing, of the revised travel reimbursement rates.

3. For transportation expenses, the contractor must retain receipts for parking, taxi, airline, bus, or rail tickets, car rental, or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares, private car mileage, parking fees, bridge tolls, taxi, bus, or streetcar fares, and auto rental fees when substantiated by a receipt.

4. Note on use of autos: If a contractor uses his or her car for transportation, the rate of pay will be 31 cents maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles, he or she may claim a rate of 31 cents per mile without certification and up to 37 cents per mile with certification. If a contractor uses his or her car in lieu of airfare, the air coach fare will be the maximum paid by the State. The Contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.

5. The contractor is required to furnish details surrounding each period of travel. Travel detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc.

6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

TRAVEL REIMBURSEMENT GUIDE

IF LENGTH OF TRAVEL IS:	IF THIS CONDITION EXISTS:	CONTRACTOR MAY CLAIM:
Less than 24 hours	Example: A contractor may claim breakfast if, during a period of travel he or she begins their travel at 6:00 a.m. or earlier and are still travelling at 9:00 a.m.	Breakfast
Less than 24 hours	Travel period ends at least one hour after the regularly scheduled work day ends. Start travel prior to or at 5:00 p.m. and remain travelling after 7:00 p.m.	Dinner
24 hours	A Contractor is on travel status for a full 24-hour period (determined begin and end times)	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Return at or after 8:00 a.m. Example: If a contractor returns the last day of a trip of more than 24 hours at or after 8:00 a.m., a breakfast allowance may be claimed.	Breakfast
Last fractional part of more than 24 hours	Return at or after 2:00 p.m. Example: If a contractor returns the last day of a trip of more than 24 hours at or after 2:00 p.m., a lunch allowance may be claimed.	Lunch
Last fractional part of more than 24 hours	Return at or after 7:00 p.m. Example: If a contractor returns the last day of a trip of more than 24 hours at or after 7:00 p.m., a dinner allowance may be claimed.	Dinner

EXHIBIT F

CONTRACT UNIFORMITY

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, the Department of Health Services sets forth the following policies, procedures, and guidelines regarding fringe benefits.

1. As used in this agreement with reference to State and/or federal funds, fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

2. As used herein, fringe benefits do not include:

   a. Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty, and/or military leave/training.

   b. Director's and executive committee member's fees

   c. Incentive awards and/or bonus incentive pay

   d. Allowance for off-site pay

   e. Location allowances

   f. Hardship pay

   g. Cost-of-living differentials

3. Specific allowable fringe benefits include:

   a. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental, and vision), unemployment insurance, workers compensation insurance and the employers portion of pension/retirement plans provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

4. To be an allowable fringe benefit, the cost must meet the following criteria:

   a. Be necessary and reasonable for the performance of the contract.

   b. Be determined in accordance with generally accepted accounting principles.

   c. Be consistent with policies that apply uniformly to all activities of the Contractor.

5. It is agreed by both parties that any and all fringe benefits shall be at actual cost.

6. Earned/accrued Compensation.

   a. Compensation for vacation, sick leave, and holidays is limited to that amount earned/accrued within the contract term. Unused vacation, sick leave, and holidays earned from periods prior to the contract period cannot be claimed as allowable costs (See example on page 2).

   b. For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the contract. Holidays cannot be carried over from one contract year to the next. (See example on page 2).

   c. For single year contracts, vacation, sick leave, and holiday compensation which is earned/accrued but not paid, due to employee(s) not taking time off within the contract term, cannot be claimed as an allowable cost (See example on page 2).

Exhibit F (continued)

Contract Uniformity
Earned/Accrued Compensation Examples

Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the State contract term, the Contractor during a one-year contract term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the contract are not an allowable cost.

Example No. 2:

If during a three-year (multiple year) contract John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 166 weeks (3 x 52 weeks).

Example No. 3:

If during a single year contract, John Doe, works fifty weeks and uses one week of vacation and one week of sick leave and all fifty-two of these weeks have been billed to the State, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

DISABILITY ACCESS CHECKLIST FOR GRANT APPLICANTS

Public Health

Name of Department or Agency

[redacted]

Name of Program or Service

[redacted]

Address

Anita Cordero — (415) 554-9952

Contact Person (Designated 504 Coordinator) — Phone

County/ State

Funding Agency

This grant is intended for activities at a:

☐ New Site
☒ Existing Site
☐ Rehabilitation of Existing Site
☐ Multiple Sites (please list) ______

This grant will fund a:

☐ New Program or Service
☒ Existing Program or Service
☐ Multiple Programs or Services

Physical:

1. The program or service is wheelchair accessible for:
   - paths of travel — Yes ☒ No ☐
   - restrooms — Yes ☒ No ☐
   - areas where services are provided — Yes ☒ No ☐

2. Signage for sight-impaired:
   - in elevators — Yes ☐ No ☒
   - marking paths of travel — Yes ☐ No ☒

3. Transportation is accessible if transportation is provided: — Yes ☐ No ☒

Programmatic:

4. Eligibility criteria for the service or program do not exclude people with disabilities — Yes ☒ No ☐

5. Complete data is maintained concerning number of disabled persons who participate in the program and the extent and type of their disabilities — Yes ☒ No ☐

6. Program materials are offered, or can be made available, in alternative forms (e.g. Braille, large print, cassette) — Yes ☐ No ☒

7. Regular outreach is made to the disabled community, which includes notice of non-discrimination on basis of disability Yes ☒ No ☐

8. Applicant is willing to make reasonable accommodations in program or service delivery (e.g. offering readers, notetakers, sign language interpreters, and smoke-free environments) Yes ☒ No ☐

9. Employment outreach includes the disabled community Yes ☒ No ☐

10. If program or service not fully accessible, referrals can be made to similar services that are accessible Yes ☒ No ☐

Other:

11. Disability awareness training has been provided to program or department staff by:
    City sponsored training Yes ☒ No ☐
    Other training Yes ☒ No ☐

12. Grantee has communicated with the individual or agency responsible for enforcing compliance with disability rights legislation applicable to the federal, state, or local funding agency and has been informed what steps are necessary to ensure compliance with all applicable laws. Yes ☐ No ☒

13. Grantee has performed all actions deemed necessary by funding agency to ensure compliance with disability rights legislation Yes ☒ No ☐

Additional Comments:
(Please list additional pertinent information

Verified by:

Department Head, Executive Director or Appointing Officer

NOTE: Please attach any other information or documentation which you consider relevant to this checklist

WARNING: Completion of this Checklist is not a substitute for consultation with the City Attorney and the funding agency concerning specific federal, state or local disability rights legislation, regulations, or requirements applicable to particular projects, programs or services.

File No. 000106

Committee Item No. 5
Board Item No. ______

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST*

Committee Public Health & Environment **Date** 1/27/00

Board of Supervisors Meeting **Date** ______

Cmte	Board	
☐	☐	Motion
☒	☐	Resolution
☐	☐	Ordinance
☐	☐	Legislative Digest
☒	☐	Budget Analyst Report
☐	☐	Legislative Analyst Report
☒	☐	Department/Agency Cover Letter and/or Report
☐	☐	Public Correspondence
☐	☐	Exceeds 20 pages; see file to review
☐	☐	Sent to Board in advance of agenda preparation; available for review at reception desk, City Hall, Room 244
☐	☐	Other

- ______
- ______
- ______
- ______
- ______

(Use back side if additional space is needed)

Late Agenda Items (documents received too late for distribution to the Committee Members)

- ______
- ______
- ______
- ______

Completed by: Gail Johnson **Date** 1/25/00
Date ______

*This list reflects the explanatory documents provided

FILE NO. 000106 **RESOLUTION NO.** ____________

[Energy Conservation Grant]

AUTHORIZING THE GENERAL MANAGER OF THE PUBLIC UTILITIES COMMISSION TO APPLY FOR, ACCEPT AND EXPEND A GRANT OF $75,000 FROM THE U.S. DEPARTMENT OF ENERGY AND THE URBAN CONSORTIUM ENERGY TASK FORCE; RATIFYING ACTION PREVIOUSLY TAKEN.

WHEREAS, The United States Department of Energy, under a proposal of the Energy Task Force of the Urban Consortium for Technology Initiatives, has made funds available for energy management program in large urban governments, and San Francisco has been a continuing participant in Consortium work; and,

WHEREAS, The Board of Supervisors has previously authorized both the Mayor's Office and the Bureau of Energy Conservation to apply for, accept and expend funds from the Urban Consortium for energy management activities (Board Resolutions #675-81, #881-82, #778-84, #849-85, #967-86, #39-88, #990-88, #898-89, #81-91, #929-92, #814-93, #853-94, #912-95, #1077-96, #988-97, #698-98); and,

WHEREAS, The City has prepared and approved an Energy Element to the Comprehensive Plan of the City and County of San Francisco which in part, calls for the establishment of an energy management program for the City's municipal sector; and,

WHEREAS, The Bureau of Energy Conservation is developing implementation tools to deliver municipal energy retrofit services in the most cost-effective manner; and,

WHEREAS, The grant budget includes $75,000 for salaries and general operating expenses; now, be it

RESOLVED, That the General Manager of the Public Utilities Commission be authorized to apply for, accept and expend $75,000 in grant funding from the U.S. Department of Energy and the Urban Consortium (through its fiscal agent, the City of Chicago) to continue its energy management activities; and be it

FURTHER RESOLVED, That although the City had to previously submit the grant application to meet a deadline, yet incurred no legal obligation, the Board of Supervisors does hereby ratify the action previously taken.

RECOMMENDED:	RECOMMENDED:
Office of the Mayor	Office of the Controller
By	By
for Willie L. Brown Jr.	for Edward Harrington

Item 5 – File 00-0106

Department:	Public Utilities Commission Hetch Hetchy Water & Power (Hetch Hetchy) Bureau of Energy Conservation
Item:	Resolution authorizing the General Manager of the Public Utilities Commission (PUC) apply for, accept, and expend a grant of $75,000 from the U.S. Department of Energy and the Urban Consortium Energy Task Force. The resolution would ratify actions previously taken.
Amount:	$75,000
Source of Funds:	Urban Consortium Energy Task Force (through grant funding from the U.S. Department of Energy)
Grant Period:	October 1999 - December 2000 (See Comment No.1)
Matching Funds:	In kind match of $74,150 (See Comment No.2)
Indirect Costs:	Indirect costs would be waived (See Comment No.3)
Project:	Implementation Tools for Municipal Energy Retrofits

Description:

The proposed resolution would authorize the General Manager of the PUC to apply for, accept, and expend $75,000 in grant funding from the Energy Task Force of the Urban Consortium for Technology Initiatives. The Urban Consortium is composed of members from the 60 largest (by population) cities and urban counties in the United States. The members of the Energy Task Force design annual projects to (1) develop innovative energy management programs, and (2) transfer energy technologies to Energy Task Force members with the goal of improving the mix and efficiency of energy use in local government operations and for the community as a whole.

The programs are funded by the U.S. Department of Energy through an annual grant made available to the Energy Task Force. According to Mr. Bruce Chamberlain of Hetch Hetchy's Bureau of Energy Conservation, San Francisco has received over $1.5 million in grant funding from the Urban Consortium Energy Task Force for local energy management activities in recent years. The subject grant of $75,000, together with the matching funds of $74,150, would support a total project cost of $149,150.

The overall purpose of the Implementation Tools for Municipal Energy Retrofits Project is to improve the Bureau of Energy Conservation's project management of its $10 million program to retrofit the City's 100 largest municipal facilities.

The proposed Implementation Tools for Municipal Energy Retrofits project would develop implementation support tools. These support tools would include developing: (a) new or modified building energy auditing; (b) improved retrofit project monitoring; (c) processes to verify that retrofit projects are completed; (d) and procedures to ensure equipment needed for the retrofit projects function properly.

Budget: The proposed budget for this grant is as follows:

	Grant Funds	Hetch Hetchy's Bureau of Energy Conservation In-Kind Match	Total
Personnel			
Project Director	$0	$6,000	$6,000
Project Manager (Sr. Energy Specialist)	15,800	6,000	21,800
Assistant Energy Specialist	13,200	5,000	18,200
Energy Specialist	17,000	8,000	25,000
Clerical	0	8,000	8,000
Total Salaries	$46,000	$33,000	$79,000
Fringe Benefits	11,500	8,250	19,750
Total Personnel	$57,500	$41,250	$98,750
Travel	$7,200	$0	$7,200
Subscriptions	700	0	700
Printing	0	100	100
Tech. Meetings	0	500	500
Consultants (See Comment No. 4)	0	25,000	25,000
Telephone	0	200	200
Postage	100	100	200
Supplies	300	400	700
Indirect Costs	9,200	6,600	15,800
Subtotal	$17,500	$32,900	$50,400
TOTAL	$75,000	$74,150	$149,150

Comments:

1. Mr. Chamberlain advises that the PUC has already applied for the grant, and the grant was awarded in June of 1999. As such, the proposed resolution provides for ratification of actions previously taken.

2. Mr. Chamberlain reports that Hetch Hetchy would provide in-kind matching costs of $74,150. Mr. Chamberlain confirms that these in-kind matching funds were included in the PUC's FY 1999-2000 budget.

3. Hetch Hetchy requests that the indirect costs of $9,200 be waived in order that all costs be applied to the programs.

4. Mr. Chamberlain advises that Hetch Hethcy is obtaining consultants through a Request for Proposal (RFP) process for needed energy engineering services.

5. The Attachment to this report is the Grant Application Information Form, provided by Hetch Hetchy's Bureau of Energy Conservation.

6. The PUC has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

Recommendation: Approve the proposed resolution.

Harvey M. Rose

cc: Supervisor Bierman
Supervisor Brown
Supervisor Yaki
President Ammiano
Supervisor Becerril
Supervisor Katz
Supervisor Kaufman
Supervisor Leno
Supervisor Newsom
Supervisor Teng
Supervisor Yee
Clerk of the Board
Controller
Legislative Analyst
Matthew Hymel
Stephen Kawa
Ted Lakey

Grant Application Information Form
Page 1

File Number:______________________

Grant Application Information Form

A document required to accompany a proposed resolution
Authorizing a Department to Accept & Expend Grant Funds

TO: **The Board of Supervisors**
Attn: Clerk of the Board

The following describes the grant referred to in the accompanying resolution:

1. Department: Hetch Hetchy Water & Power/Bureau of Energy Conservation
2. Contact Person: Bruce Chamberlain Telephone: (415) 554-3177
3. Project Title: Implementation Tools for Municipal Energy Retrofits
4. Grant Source Agency: Urban Consortium Energy Task Force
5. Type of Funds: X Federal __ Federal-State (Pass-Through)__ State __Local __Private
6. Proposed (New) Grant Project Summary:

   This latest Energy Task Force grant funding proposals is an application for grant funds to assist in the development of project implementation support tools appropriate to municipal energy retrofits. The Bureau of Energy Conservation (BEC) has identified opportunities to reduce project costs and increase savings in energy retrofit projects through the use of these tools.

   Maximize energy conservation opportunities requires the development of new or modified building energy auditing, improved project monitoring, processes to verify that projects are installed as designed; and the commissioning of completed projects to ensure equipment operates as specified. These and other implementation tools will help ensure that the BEC can deliver the need services in the most cost-effective manner. Each tool will be tested in up-coming energy retrofit projects.

7. Amount of Grant Funding Applied for: $75,000
8. Maximum Funding Amount Available: $75,000
9. Required Matching Funds: Yes: X No:___/Cash or In-kind? In-Kind

Grant Application Information Form
Page 2

If yes, list dollar amount and identify source of Matching Funds in Department Budget: Associated with existing ongoing projects-PUC/HH/BEC operating budget.

10. Number of Positions created/funded: 1.5 FTE approx. This grant would fund the continuation of existing positions which are listed as off-budget in the Salary Ordinance. No new positions are being created as a result of this grant.

11. If new positions are created, explain the disposition of employees once the grant ends?

N/A

12. Are indirect costs eligible costs for this grant? Yes: X No: ___

If yes, please identify the amount of S in indirect costs? ~~S20,700~~ $9,200 BW

13. Amount to be spent on contractual services:

14. a.) Will Contractual Services be put out to Bid? N/A

b.) If so, will contract services help to further the goals of the department s MBE/WBE requirements? N/A

15. Is this likely to be a one-time or ongoing request for contracting out? N/A

16. Term of Grant: Start-Date: October 1999 End-Date: December 2000

17. Date Department Notified of Available Funds: June 1999

18. Grant Application Due Date: April 1999

19. Grant Funding Guidelines and Options (selected from RFP, grant announcement or appropriations legislation):

The Urban Consortium energy Task Force

The Urban Consortium Energy Task Force (UCETF) has the formal mission to develop, apply and transfer and commercialize practical technologies and advanced management techniques that aid effective energy management in America's major cities and urban counties. The participants in UCETF programs endeavor to improve the mix and efficiency of energy use both in local government operations and for the community as a whole.

Grant Application Information Form
Page 3

The program concentrates on three general objectives as defined by the Urban Consortium membership:

Definition of urban energy problem(s) - identifying critical and common urban needs in energy management and technology that can be addressed through projects led by city or county staff.

Support for problem resolution - developing and adapting innovative technology and advanced management practices that enhance local staff capabilities to improve financial management and increase effective private public cooperation, and

Transfer and/or commercialization of successful results - evaluating results to generalize, combine and consolidate those results for transfer, commercialization and replication in other cities and counties.

These objectives guide the program's strategic direction and funding priorities. Project proposals will be selected for the 1999-2000 program through an extensive peer review process that will assure consistency with these objectives.

20. Department Head Approval: JOHN F. DEAKIN DIRECTOR
(Name) (Title)

John F. Deakin
(Signature)

H ARCHIVE PROJECT 96Y20R&D 03RESCON GRNTAPP2 WPD

PHE

PUBLIC UTILITIES COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

WILLIE L. BROWN, JR. *MAYOR*

ANSON B. MORAN *GENERAL MANAGER*

ANN MOLLER CAEN
PRESIDENT
FRANK L. COOK
VICE PRESIDENT
E. DENNIS NORMANDY
VICTOR G. MAKRAS
BEN L. HOM

HETCH HETCHY WATER & POWER

SAN FRANCISCO WATER DEPARTMENT

CLEAN WATER PROGRAM

00 JAN 13 PM 4:05

000106

October 22, 1999

Gloria Young
Clerk of the Board of Supervisors
City Hall, Room 235
San Francisco, CA 94102

SUBJECT: Description of Attached Resolution Authorizing the Hetch Hetchy Water & Power/Bureau of Energy Conservation to Apply For, Accept, and Expend Federal Energy Grant Funds

The attached Resolution authorizes the Hetch Hetchy Water & Power/Bureau of Energy Conservation to apply for, accept and expend funds totaling $75,000 from the U.S. Department of Energy and The Urban Consortium Energy Task Force to be used for energy management activities in the City of San Francisco.

The Urban Consortium for Technology Initiatives is composed of the 60 largest (by population) cities and urban counties in the United States. The Consortium provides a unique forum to define urban problems common to its member governments and to develop, apply and transfer technologies and innovative management techniques to address those problems. It carries out its work through several task forces that focus on specific functional areas of local government management. The Energy Task Force of the Urban Consortium is the nation's most extensive cooperative local government program to improve energy management and technology applications in cities and urban counties. The Hetch Hetchy Water & Power/Bureau of Energy Conservation is San Francisco's representative to the Task Force. The Director of the Bureau is a member of the Task Force Executive Committee.

The members of the Energy Task Force design annual work programs for applied research and technology transfer to improve the mix and efficiency of energy use in both local government operations and for the community as a whole. The programs are funded by the U.S. Department of Energy through an annual grant made available to the Task Force. San Francisco has received well over $1.5 million in grant funding from the Task Force for local energy management activities over recent years.

Grants received through the Energy Task Force assist the City in maintaining an energy management program for the municipal, commercial and residential sectors. This effort has been called for in the Energy Element of the Comprehensive Plan of San Francisco, as approved by the Board of Supervisors. Additionally, the energy conservation program is recommended in the Citizen's Energy Policy Advisory Committee report to the Mayor, also endorsed by the Board of Supervisors.

Grant funds received through this years program will be used to partially support Class 5608, 5606 and 5604 Energy Specialist staff.

The latest Energy Task Force grant funding proposal is an application for grant funds to assist in the development of project implementation support tools appropriate to municipal energy retrofits. The Bureau of Energy Conservation (BEC) has identified opportunities to reduce project costs and increase savings in energy retrofit projects through the use of these tools.

Maximizing energy conservation opportunities requires the development of new or modified building energy auditing, improved project monitoring, processes to verify that projects are installed as designed; and the commissioning of completed projects to ensure equipment operates as specified. These and other implementation tools will help ensure that the BEC can deliver the needed services in the most cost-effective manner. Each tools will be tested in up-coming energy retrofit projects.

This program will run during Fiscal Years 1999-2000 and 2000-2001.

Approval of this Resolution will authorize the Bureau of Energy Conservation to apply for, accept and expend the funds described above. It also specifically ratifies the application as an action previously taken because the Bureau of Energy Conservation had to apply for these funds to meet the grant application deadline.

Also enclosed herewith is a letter from Hetch Hetchy Water and Power General Manager, Lawrence Klein addressed to the President of the Board concerning the overhead rates to be charged; together with copies of the project budget, the Board of Supervisors Grant Application Information Form and the Disability Access Checklist for Grant Applicants.

Thank you for your attention.

Romaine A. Boldridge

Romaine A. Boldridge
Secretary
Public Utilities Commission

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 99-0251

WHEREAS, The United States Department of Energy, under a proposal of the Energy Task Force of the Urban Consortium for Technology Initiatives, has made funds available for energy management programs in large urban governments, and San Francisco has been a continuing participant in Consortium work; and

WHEREAS, the Board of Supervisors has previously authorized both the Mayor's Office and the General Manager, Public Utilities Commission to apply for, accept and expend funds from the Urban Consortium for energy management activities (Board Resolutions #675-81, #881-82, #778-84, #849-85, #967-86, #39-88, #990-88, #898-89, #81-91, #929-92, #814-93, #853-94, #912-95, #1077-96, #988-97, #698-98), and

WHEREAS, the City has prepared and approved an Energy Element to the Comprehensive Plan of the City and County of San Francisco which in part, calls for the establishment of an energy management program for the City's municipal sector; and

WHEREAS, the Bureau of Energy Conservation is developing implementation tools to deliver municipal energy retrofit services in the most cost-effective manner; now, THEREFORE, be it

RESOLVED, that the General Manager, Public Utilities Commission be authorized to apply for, accept and expend $75,000 in grant funding from the U.S. Department of Energy and the Urban Consortium (through its fiscal agent, the City of Chicago) to continue its energy management activities.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of SEP 28 1999.

Romaine A. Boldridge

Secretary, Public Utilities Commission

DISABILITY ACCESS CHECKLIST FOR GRANT APPLICANTS

Hetch Hetchy Water & Power/Bureau of Energy Conservation
(Name of Department or Agency)

Implementation Tools for Municipal Energy Retrofits
(Name of Program or Service)

1155 Market Street, 4th Floor, San Francisco, CA 94103
(Address)

John F. Deakin
(Contact Person - Designated 504 Coordinator)

(415) 554-3180
(Phone)

Urban Consortium Energy Task Force and US Dept. of Energy
(Funding Agency)

This grant is intended for activities at a:

( ) New Site
( ) Existing Site
( ) Rehabilitation of Existing Site
( ) Multiple Sites (please list) N/A

This grant will fund a:

(X) New program or service
( ) Existing Program or Service
( ) Multiple Programs or Services

Physical:

1. The program or service is wheelchair accessible for:
    paths of travel Yes ( ) No ( )
    restrooms Yes ( ) No ( )
    areas where services are provided Yes ( ) No ( )

2. Signage for sight-impaired:
    in elevators Yes ( ) No ( )
    marking paths of travel Yes ( ) No ( )

3. Transportation is accessible
    if transportation is provided Yes ( ) No ( )

Programmatic:

** Please see "Additional Comments below.

4. Eligibility criteria for the service or program do not exclude people with disabilities. Yes ( ) No ( )

5. Complete data is maintained concerning number of disabled persons who participate in the program and the extent and type of their disabilities. Yes ( ) No ( )

6. Program materials are offered, or can be made available, in alternative forms (e.g. Braille, large print, cassette). Yes ( ) No ( )

7. Regular outreach is made to the disabled community, which includes notice of non-discrimination on basis of disability. Yes ( ) No ( )

8. Applicant is willing to make reasonable accommodations in program or service delivery (e.g. offering readers, notetakers, sign language interpreters, and smoke-free environments). Yes ( ) No ( )

9. Employment outreach includes the disabled community. Yes ( ) No ( )

10. If program or service is not fully accessible, referrals can be made to similar services that are accessible. Yes ( ) No ( )

Other:

11. Disability awareness training has been provided to program or department staff by:
    City sponsored training Yes ( ) No ( )
    Other training Yes ( ) No ( )

12. Grantee has communicated with the individual or agency responsible for enforcing compliance with disability rights legislation applicable to the federal, state, or local funding agency and has been informed what steps are necessary to ensure compliance with all applicable laws. Yes ( ) No ( )

13. Grantee has performed all actions deemed necessary by funding agency to ensure compliance with disability rights legislation. Yes ( ) No ( )

Additional Comments:
(please list additional pertinent information)

The proposed program will provide energy conservation services to the City's Departmental staff. All physical plant, equipment and sites involved are under control of these departments. Since the program will impact energy using equipment only - i.e. fan systems - no impact on disability access is anticipated.

Verified by:

J F Deakin John F. Deakin - Director
Department Head, Executive Director or Appointing Officer

NOTE: Please attach any other information or documentation which you consider relevant to this checklist.

WARNING: Completion of this Checklist is not a substitute for consultation with the City Attorney and the funding agency concerning specific federal, state or local disability rights legislation, regulations, or requirements applicable to particular projects, programs or services.

PUBLIC UTILITIES COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

HETCH HETCHY WATER & POWER

BUREAU OF ENERGY CONSERVATION

1155 MARKET Street - 4th Floor
SAN FRANCISCO, CALIFORNIA 94103
(415) 554-3180 - fax 554-3181

October 25, 1999

TO: Tom Ammiano
President, Board of Supervisors

Laurie Park
FROM: for Lawrence T. Klein, General Manager

SUBJECT: Overhead rates on US Dept. of Energy Grant Award (attached)

The Urban Consortium Energy Task Force (UCETF) is a major financial supporter of the City's energy conservation programs. Over the past several years the Task Force has awarded more than $1.5 million of US Department of Energy (USDOE) funds to support our work. The current grant for $75,000 is for further development of the energy and cost-saving services managed by the Bureau of Energy Conservation.

The Bureau normally applies a 50 percent overhead rate against labor costs and a lower rate to non-labor costs, generally consistent with City policy. However, the UCETF recently imposed a ceiling of 20% for acceptable overhead charges, and has gone so far as to reduce a grant award to a city that used a higher rate.

Therefore, we respectfully request that the attached resolution for grant funding from the Task Force be permitted to go forward for consideration by the Board while including an overhead rate of 20% applied only to labor costs.

Thank you for your consideration of this request. If you require any additional information, please contact John Deakin at 554-3175.

H:\ARCHIVE\PROJECT\100YR21\06RESCON\OVERHEAD.DOC

PUBLIC TECHNOLOGY, INC.

PTI

mailed June 3
arr. June 8

June 1, 1999

Mr. John F. Deakin
Bureau of Energy Conservation
Hetch Hetchy Water & Power
1155 Market Street, 4th Floor
San Francisco, California 94103

NOTICE OF GRANT AWARD

Dear Mr. Deakin:

As Chair of the Urban Consortium Energy Task Force, I am pleased to inform you that your proposal has been selected for funding under the 1999-2000 Applied Energy and Technology Transfer Program. Your project was evaluated based on criteria stipulated in the UCETF 1999 Request for Proposals. A selection committee comprised of local government energy professionals conducted a competitive peer review and evaluation. In addition, staff of the U.S. Department of Energy, which provides funding for this program through its Municipal Energy Management Program, reviewed your proposal and provided advisory comments.

The total amount reserved for your project is $75,000. An approved *Workplan* for your project must be submitted by June 18, 1999. Enclosed is a copy of *Criteria for Preparing a Workplan,* which describes the components necessary to prepare an acceptable workplan. If you have any questions please contact Sharron Brown at (202) 626-2428. Please send your plan to:

Sharron Brown
1. Director of Energy Programs
Public Technology, Inc. 1301 Pennsylvania Ave, 8th. Floor
Washington, DC 20004

Roger Duncan, Chair, UCETF

2. with a copy to me at Austin Energy, P.O. Box 1088, Austin, Texas 78767. Failure to submit a *Workplan* by June 18, 1999 will place your funding in question.

The City of Chicago will act as the fiscal agent for the UCETF. Each jurisdiction that receives funding from the UCETF will execute a financial agreement with the City of Chicago. The UCETF Fiscal Manager is Ms. Linda Davis. She will send you preliminary budget information (under separate cover) within the next few days. If you have any questions about this procedure, please call Ms. Davis at (312) 744-3637. Failure to submit the form in a timely manner could jeopardize your award. Upon receipt and approval of your *Workplan* and budget, you will receive specific and detailed contract instructions from Ms. Davis.

The UCETF 1999-2000 Program Kick Off Meeting, including peer review of workplans and execution of contract documents, will be held on September 29-October 2, 1999 in New Orleans, Louisiana. One staff member associated with your project can participate in the kickoff meeting at the UCETF core expense. The designated staff member should be prepared to report on project plans and status. We urge your jurisdiction to assume expenses associated with sending additional project staff members to the kick-off meeting. Additional staff member travel expenses may be included in your grant award if this item is identified in your workplan.

Again, congratulations on your award. If you have any questions or need clarification of any of the points in this letter, please call Sharron Brown at (202) 626-2428.

Sincerely,

Roger Duncan, Chair
Urban Consortium Energy Task Force

Enclosures

Agreement

Between

The City of Chicago
(Department of Environment)

and

City and County of San Francisco, California

Pursuant to year 1998-1999 of the
Urban Consortium -- Energy Task Force
Energy Technology Development Program

Effective October 1, 1999 to December 31, 2000

Richard M. Daley
Mayor

[rev. 7/6/99]

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LIST OF EXHIBITS

Exhibit A: Project Description/Description of Work Program.

Exhibit B: Budget Summary.

Exhibit C: Disclosure Affidavit and Disclosure of Retained Parties (if required)

Exhibit D: United States Department of Energy Publication Requirements and United States Department of Energy Intellectual Property Provisions for Grants with State or Local Governments.

Exhibit E: The United States Department of Energy's regulations pertaining to Nondiscrimination in Federally-assisted Programs, 10 C.F.R. § 1040.

Exhibit F: United States Department of Energy Uniform Administrative Requirements for Grants and Cooperative Agreements.

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into the 1st day of Oct., 1999, by and between the **CITY OF CHICAGO** ("City"), a municipal corporation and home rule unit of government under Article VII, section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Environment ("Department") and City & County of San Fracisco a Municipal corporation of the State of California ("Grantee").

RECITALS

The City is a member of an association of municipalities, county governments and other units of local government entitled the **URBAN CONSORTIUM – ENERGY TASK FORCE** ("Urban Consortium"). The Urban Consortium has entered into a grant agreement ("Grant Agreement") with the United States Department of Energy ("USDOE") in order to support research into and development of energy conservation technologies and management practices. Through the Grant Agreement the USDOE seeks to support research into and development of energy conservation technologies by providing financial support to municipalities and other units of local government ("Local Governments") for projects that will develop technologies related to urban energy conservation that will be transferable to other geographic areas and projects ("Development Projects"). In collaboration with the USDOE, the Urban Consortium reviews funding requests received from Local Governments for Development Projects, and, in collaboration with the USDOE and in compliance with USDOE regulations and the terms of the Grant Agreement, the Urban Consortium selects certain projects to receive funding pursuant to the Grant Agreement.

The Grant Agreement specifies that the City will be the recipient of the funds provided by the USDOE for the Urban Consortium, and that the City is required to provide fiscal management and auditing oversight of the Development Projects, including communicating of the results of the Development Projects to members of the Urban Consortium. As part of the management, technical direction and overview of the Development Projects, the City seeks to enter into agreements with the Local Governments selected by the Urban Consortium in accordance with the City's normal contracting procedures and in a form that complies with the USDOE's Uniform Administrative Requirements for Grants and Grant Agreements to State and Local Governments, 10 C.F.R. part 600.

The Grantee proposes to:

Develop implementation tools appropriate to municipal energy retrofits by

adapting existing materials, e.g. monitoring and verification protocols, and,

in some cases, developing new ones, e.g. tailored commissioning procedures

for retrofits.

____

____

____ (the "Project"). The Grantee has agreed to perform all work and services as set forth in this Agreement in order to develop the urban energy conservation related technology to complete the Project. The Grantee represents that it possesses the necessary capabilities and resources and is ready, willing and able to enter into this Agreement and to carry out the Project in accordance with the terms and conditions of this Agreement to the full satisfaction of the City.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1
INCORPORATION OF RECITALS

The above recitals are expressly incorporated in and made a part of this Agreement.

ARTICLE 2
DEFINITIONS AND USAGE

2.01 **"Commissioner"** means the Commissioner of the Department of Environment of the City or a representative duly authorized by the Commissioner to act for the Commissioner in connection with this Agreement.

"Project" means the project to develop the technology related to urban energy conservation to be completed by the Grantee, as described in the recitals and as further described in Exhibit A, which is attached and incorporated by reference.

"Purchasing Agent" means the Purchasing Agent of the City whose duties and responsibilities are described in the Municipal Purchasing Act for Cities of 500,000 or More Population, 65 ILCS 5/8-10-1 et seq.

"Risk Manager" means the Risk Manager of the City whose duties and responsibilities include, but are not limited to, the review and approval of insurance for City contractors.

"Services" means the work, services, duties and responsibilities required to complete the Project, including, but not limited to, all reporting and audit requirements required by this Agreement and USDOE regulations.

2.02 The term "**Grantee**" in this Agreement has the same meaning as subrecipient under the Grant Agreement.

ARTICLE 3
DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

3.01 SCOPE OF PROJECT

The Grantee will carry out the Project pursuant to the "description of Project and/or description of work program", attached as Exhibit A and incorporated by reference, and the budget summary, attached as Exhibit B and incorporated by reference, in accordance with the requirements of this Agreement.

3.02 PERSONNEL

If assignment of personnel is required for the proper completion of the Project or is otherwise required by this Agreement, then the Grantee will assign immediately and to maintain for the duration of the Project, a staff of competent personnel that is fully equipped and qualified to perform the Services.

The salaries of employees of the Grantee performing work under this Agreement must be paid unconditionally and not less often than once per month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act," 18 U.S.C. § 874; 40 U.S.C. § 276(c); and 29 C.F.R. part 3. The Grantee will comply with all applicable Copeland "Anti-Kickback" regulations and insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance with such regulations. The Grantee will also submit affidavits required under it, unless the Secretary of Labor specifically provides otherwise.

3.03 NON-DISCRIMINATION

A. Federal Requirements

In discharging the responsibilities required by the terms of this Agreement, in its employment practices the Grantee must not: (1) fail or refuse to hire or discharge any individual, or otherwise discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) limit, segregate, or classify its employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of that individual's race, color, religion, sex, age, handicap or national origin.

In discharging the responsibilities required by the terms of this Agreement, the Grantee will comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq. In its compliance, Grantee's attention is called to: Executive Order No. 11246, as amended by Executive Order No. 11375 and by Executive Order No. 12086; the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6106; the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; and to 41 C.F.R. part 60.

In addition, the Grantee will comply with all of the requirements and provisions of the USDOE's regulations pertaining to Nondiscrimination in Federally-assisted programs, attached as Exhibit E and incorporated by reference.

B. State Requirements

In discharging the responsibilities required by the terms of this Agreement, the Grantee will comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. and any rules and regulations promulgated thereunder, including, but not limited to, the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A.

C. City Requirements

In discharging the Grantee's responsibilities, the Grantee will comply with the Chicago Human Rights Ordinance, Municipal Code of Chicago § 2-160-010. Further, the Grantee agrees to furnish, and cause each of its subcontractor(s) to furnish, such reports and information as may be requested from time to time by the Chicago Commission on Human Relations.

D. Subcontractors Required to Comply

The Grantee will incorporate all of the provisions set forth in this Section in all subcontracts entered into with all suppliers of materials, furnishers of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor or services in connection with this Agreement.

The Grantee agrees to cause its subcontractors to execute such certificates as may be necessary in furtherance of these provisions. Such certifications will be attached and incorporated by reference in the applicable subcontracts. If any subcontractor is a partnership or joint venture, the Grantee will also include provisions in its subcontract insuring that the entities comprising such partnership or joint venture will be jointly and severally liable for the partnership's or joint venture's obligations under the subcontract.

3.04 INSURANCE

A. Insurance to be Provided by the Grantee

The Grantee will procure and maintain at all times, at the Grantee's own expense, during the term of this Agreement and until final acceptance of all of the work and/or Services covered under this Agreement, and during the time period following expiration of this Agreement if the Grantee is required to reperform any of the Services or to perform any additional work or services, the insurance coverages and requirements specified below, covering all Services to be performed under this Agreement insuring all operations under this Agreement whether performed by the Grantee or by its subcontractors.

The kinds and amounts of insurance required are as follows:

1. Workers's Compensation and Occupational Disease Insurance

Worker's Compensation and Employer's Liability Insurance, as prescribed by applicable law, covering all employees who are to provide any work or services under this Agreement with limits of not less than $100,000 per each accident or illness.

2. Commercial Liability Insurance

Commercial Liability Insurance or equivalent with limits of not less than $500,000 per occurrence, for bodily injury, personal injury, and/or property damage liability. Coverage extensions will include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds, defense and contractual liability (with no limitation endorsement). [If the Grantee is a governmental entity, strike the following language:] The City of Chicago is to be named as an additional insured, on a primary, noncontributory basis for any liability arising directly or indirectly from the Services.

3. Automobile Liability Insurance

When any motor vehicles (owned, non-owned and hired) are used in connection with the work to be performed, the Grantee will provide Automobile Liability Insurance with limits of not less than $500,000 per occurrence for bodily injury and property damage. [If the Grantee is a governmental entity, strike the following language:] The City of Chicago is to be named as an additional insured, on a primary, noncontributory basis for any liability arising directly or indirectly from the Services.

4. Professional Liability Insurance

When any architects, engineers, construction managers or consultants perform work in connection with the Services to be rendered under this Agreement, Professional Liability Insurance covering acts, errors and/or omissions will be maintained with limits of not less than $500,000. Coverage extensions will include contractual liability. When policies are renewed or replaced the policy retroactive date must coincide with or precede the start of the performance of the Services under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5. Self Insurance

To the extent permitted by law, the Grantee may self-insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Grantee does self-insure for the insurance requirements enumerated above, the Grantee will bear all risk of loss for any loss which would otherwise have been covered by insurance policies, and the self insurance program will comply with at least the insurance requirements as stipulated above.

B. Related Requirements

The Grantee will furnish the City of Chicago, Department of Purchases, Contracts and Supplies, Room 403, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the coverages stated above and renewal certificates of insurance, or such similar evidence, if the coverages have an expiration or renewal date during the term of this Agreement. The Grantee will submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage Form (copy attached) prior to initiating the Services pursuant to this Agreement. The City will not allow the Grantee to commence work and/or Services under this Agreement until all insurance is purchased and evidence of it is received and approved by the City. The receipt of any certificate of insurance does not constitute agreement by the City that the insurance requirements of this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other evidence of insurance from the Grantee before permitting the Grantee to commence work will not be deemed to be a waiver by the City, and the Grantee will remain under the continuing obligation to maintain the coverages and to supply the certificates.

The Grantee agrees to advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance will not relieve the Grantee of its obligation to provide insurance as specified in this Agreement.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self insured retentions on referenced insurance coverages must be borne by the Grantee.

The Grantee agrees that insurers must waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The Grantee expressly understands and agrees that any coverages and limits furnished by the Grantee in no way limit the Grantee's liabilities and responsibilities specified within the Agreement documents or by law.

The Grantee expressly understands and agrees that any insurance or self insurance programs maintained by the City of Chicago apply in excess of and not contribute with insurance provided by the Grantee under this Agreement.

The required insurance is not limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Grantee must require all subcontractors to provide the insurance required herein or the Grantee may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of the Grantee unless otherwise specified herein.

If either the Grantee or a subcontractor desires additional coverages, the Grantee and each subcontractor will be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

3.05 LIMITATION OF LIABILITY

Neither party to this Agreement is liable for any negligent or wrongful acts or omissions, chargeable to the other, unless such liability is imposed by law, and this Agreement will not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.

The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving the Grantee of any of its obligations under this Section 3.05. The Grantee expressly understands and agrees that the requirements set forth in this Section 3.05 are separate from and not limited to the Grantee's responsibility to obtain insurance pursuant to other sections in this Agreement. Further, this Section 3.05 will survive the expiration or termination of this Agreement.

3.06 NON-EXPENDABLE PERSONAL PROPERTY

The Grantee agrees to comply with all Federal, State and Local laws and ordinances regarding property management including, but not limited to, the following:

The Grantee agrees to request and receive written authorization from the City prior to the purchase of tangible personal property having a useful life of more than one (1) year and an acquisition cost of $300 or more per unit with funds received pursuant to this Agreement ("Non-expendable Personal Property"). The parties agree that all Non-expendable Personal Property will be the property of the City to the extent that such property is not the property of the federal government.

The Grantee will maintain a current inventory listing of such Non-expendable Personal Property and will deliver a copy of such listing to the City on an annual basis.

The Grantee further agrees to return all Non-expendable Personal Property to the City, that is not the property of the federal government, upon the termination of the Project. However, upon the receipt of the final inventory of all Non-expendable Personal Property, upon the termination of the Project, the City may elect to allow such property to remain in the possession of the Grantee if the City, in its sole discretion, determines that the Non-expendable Personal property is necessary for the performance of any new or other services by the Grantee for the City.

3.07 DISADVANTAGED BUSINESS ENTERPRISES ("DBE") COMMITMENT

It is the policy of the City of Chicago that local businesses certified as Disadvantaged Business Enterprises ("DBE") will have the maximum opportunity to participate fully in the performance of all City contracts.

The Purchasing Agent has determined that the nature of the Services to be provided under this Agreement are such that neither direct nor indirect subcontracting opportunities will be practicable or cost-effective. Therefore, there will be no stated goals for DBE participation resulting from this Agreement. This determination is being made pursuant to section 2-92-450 of the Municipal Code of Chicago.

3.08 AUDIT REQUIREMENT

If the Grantee is expending federal funds under this and other agreements totaling $300,000 or more during its fiscal year, it must submit an audit conducted in accordance with OMB Circular A-133 (entitled "Audits of States, Local Governments and Non-Profit Organizations"), the compliance requirements set forth in OMB Compliance Supplement, and any additional testing and reporting required. The Grantee acknowledges and agrees that the City may perform, or cause to be performed, various monitoring procedures relating to the Grantee's award(s) of federal funds, including, but not limited to, "limited scope audits" of specific compliance areas.

If an A-133 audit is required, such audit must cover the time period specified by OMB Circular A-133 and its implementing regulations. Organization-wide audited financial statements must, at a minimum, cover the term of this Agreement.

Audit reports will be completed within six months after the end of the Grantee's fiscal year. The Grantee will submit the audit to the Department and the City Comptroller's Office - Special Accounting Division within thirty days after its receipt by the Grantee. If an OMB audit is required, the Grantee will also send a copy of the audit, within the same time frame, to:

Federal Audit Clearinghouse
Bureau of the Census
P.O. Box 5000
Jeffersonville, IN 47199-5000

Further, the Grantee will submit, with the audit, a report which comments on the findings and recommendations in the audit, including corrective action planned or taken. If no action is planned or taken, an explanation must be included. Copies of written communications on non-material compliance findings will be submitted to the aforementioned parties.

The City retains its right to independently audit the Grantee.

If the Grantee is found in non-compliance with these audit requirements, by either the City or any federal agency, the Grantee may be required to refund financial assistance received from the City or any federal agency.

3.09 SUBCONTRACTS

Upon entering into any subcontract, the Grantee must furnish the City with five copies of the subcontract for distribution to the Purchasing Agent and the Department. All subcontracts must contain provisions that require the Services to be performed in strict accordance with the terms and conditions of this Agreement and that the subcontractor is subject to all of the terms and conditions of this Agreement, including the rights of the City to approve or disapprove of the use of any subcontractor. As long as such subcontracts do not prejudice any of the City's rights under this Agreement and do not affect the quality of the Services to be rendered in any way, subcontracts may contain different provisions than are provided in this Agreement.

3.10 ENVIRONMENTAL COMPLIANCE

The Grantee will comply with all standards and policies relating to energy efficiency which are issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6201 et seq. In addition, if the amount of the compensation under this Agreement equals or exceeds $100,000, then the Grantee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act, 42 U.S.C. § 1857(h); section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order No. 11738; and United States Environmental Protection Agency regulations located at 40 C.F.R. part 15. Further, in the performance of the Services, the Grantee will comply with all other applicable federal, state or local environmental laws or regulations.

3.11 BUY AMERICAN

In performing the Services the Grantee will comply with the Buy American Act, 41 U.S.C. § 10a et seq. The Grantee must ensure that expenditures made under this award are in accordance with the Buy American Act.

3.12 PROGRAM INCOME

The Grantee will return to the City all gross income received by the Grantee that is directly generated by the use of funds received from the USDOE in the Project ("Program Income"), in any form or manner the City requires. Program Income includes, but is not limited to, the following: (a) proceeds from the disposition by sale or long term lease of real property purchased or improved with USDOE funds; (b) proceeds from the disposition of equipment purchased with USDOE funds; (c) gross income from the use or rental of real or personal property acquired by the Grantee with USDOE funds, less the cost incidental to the generation of such income; (d) gross income from the use or rental of real property owned by the Grantee that was constructed or improved with USDOE funds, less the costs incidental to the generation of such income; (e) proceeds from the sale of obligations secured by loans made with USDOE funds; (f) interest earned on funds held in a revolving fund account; (g) interest earned on program income pending disposition of such income; and (h) funds collected through special assessments made against properties owned and occupied by households of low and moderate income persons where such assessments are used to recover all or part of the USDOE portion of a public improvement. All other Program Income retained by the Grantee must be expended in compliance with USDOE regulations.

ARTICLE 4
SPECIAL CONDITIONS FOR CONSTRUCTION

If the Project involves or includes any construction or rehabilitation of structures, then the Grantee will comply with:

A. All portions of Executive Order No. 11246, as amended by Executive Order 11375, and supplemented by the Department of Labor's regulations, 41 C.F.R. Chapter 60;

B. The requirements of the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, 40 U.S.C. § 276(c), and 29 C.F.R. part 3;

C. The requirements of the Davis-Bacon Act, 40 U.S.C. §§ 276a et seq., as supplemented by the Department of Labor's regulations, 29 C.F.R. part 5;

D. The requirements of sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327-330, as supplemented by the Department of Labor's regulations, 29 C.F.R. part 5; and

E. All bond requirements as set forth in the USDOE's regulations, 10 C.F.R. § 600.236 (h), as applicable. In the event of a dispute over the applicability of any such bond requirement, the Grantee will submit the dispute to the Purchasing Agent of the City for resolution. The decision of the Purchasing Agent will be final and binding upon the Grantee.

ARTICLE 5
REPORTS AND RECORDS

5.01 REPORTS

The Grantee will prepare and complete in a timely manner such formal reports as may be required by the City for the Project, including, but not limited to, quarterly progress reports and final project reports. All reports will be sent to the Unit Manager, appointed by the Chairperson of the Urban Consortium, assigned to the Project. Also, a camera-ready copy of the final report will be sent to:

Ms. Ama Frimpong
Public Technology, Incorporated
1301 Pennsylvania Avenue, N.W. - 8th Floor
Washington, D.C. 20004

Failure of the Grantee to submit any report in a timely manner may result in retention of funds pending the submission of the report.

5.02 RECORDS

The Grantee will maintain and make available to the City information such as but not limited to dates of and reports or memoranda describing the Grantee's activities that is necessary to assist the City in its compliance with all applicable laws. The Grantee will maintain all documents pertaining to this Agreement including, but not limited to, all financial, statistical, property and participant information documentation.

The Grantee will retain books, documentation, papers, records and accounts in connection with this Agreement in a safe place for at least five years after the City determines that the Grantee has met all closeout requirements for this Agreement, and will keep them open to audit, inspection, copying, abstracting and transcription, and must make these records available to the City, the United States Comptroller General or the Auditor General of the State of Illinois at reasonable times during the performance of its Services.

The Grantee will maintain books, records, and documents, and will adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted federal accounting principles and practices, as set forth in the applicable OMB Circulars A-133, A-128, A-122, A-110, A-87 and A-102 as amended or revised.

No provision in this Agreement granting the City a right of access to records and documents impairs, limits or affects any right of access to such records and documents that the City would have had in the absence of such provisions.

ARTICLE 6
COMPENSATION

6.01 COMPENSATION

As consideration for the performance of the work and/or Services as required by this Agreement, the City will issue payments to the Grantee from funds received by the City from the USDOE in accordance with the budget summary, attached as Exhibit B, and the terms of this Agreement, but;

A. The maximum amount to be paid to the Grantee for all Services and undertakings to be performed under this Agreement must not exceed the sum of ____________________ ____________________.

B. Payment under this Agreement will be made only under Fund No.________ _________ as established by the City Comptroller. All billings for payment must be supported by all of the documentation required by the USDOE and this Agreement, and in addition, all invoices must conform to the budget summary, attached as Exhibit B.

C. The City will retain 25% of the Grantee's final payment pending the submission of a complete report on the project by the Grantee. The retainage will be released to the Grantee upon the satisfactory completion of the report, as determined by the City.

6.02 REDUCTION OF COMPENSATION

If, after this Agreement is signed, anticipated federal funding is reduced for any reason, then the City reserves the right upon written notice to the Grantee to reduce or modify the amount of the payments to be issued to the Grantee under this Agreement. If federal or state appropriations are reduced to such an extent that, in the sole discretion of the City, no funds will be available to compensate the Grantee under this Agreement, then the City will provide notice of such occurrence to the Grantee. The notice will constitute notice of early termination in accordance with section 3.06 of this Agreement.

If, pursuant to a reduction in federal funding, the City reduces the compensation to be paid to the Grantee under this Contract, the Grantee will have 30 days, from the date of the receipt of the written notice, to submit a revised work program, budget or any other necessary document ("Revised Submittals") to the City reflecting the reduction in the compensation and accordingly modifying the Services to be performed. The City will have the discretion to modify the Revised Submittals as it may deem appropriate in order to realize the goals of the Agreement. The Revised Submittals will be reviewed by the Purchasing Agent and the City's Office of Budget and Management and upon their final approval will become a part of this Agreement superseding the previous documents.

If the Grantee fails to submit Revised Submittals or submits Revised Submittals that are not acceptable to the City, then the Grantee will be obligated to perform the Agreement as originally executed for the reduced compensation, unless the City, in writing, grants a further period of time for the Grantee to submit Revised Submittals.

6.03 NON-APPROPRIATION

Funding for this Agreement is subject to the availability of federal funds and their appropriation by the City Council of the City. If no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, the City may notify Grantee of such occurrence and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments will be made or due to the Grantee under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

ARTICLE 7
OWNERSHIP AND PUBLICATION OF DOCUMENTS

7.01 PUBLICATION REGULATIONS

The Grantee will follow all publishing regulations and reporting requirements established by the USDOE. A summary of such regulations and requirements is attached as Exhibit D and incorporated by reference. All works or reports developed or produced pursuant to this Agreement must contain the following acknowledgment statement: "This (material) is produced with the support of the United States Department of Energy, Cooperative Agreement Number DE-FG02-99EE27577."

7.02 RIGHTS IN DATA AND COPYRIGHTS

A. Rights in Data and Copyrights

All patentable or copyrightable materials, documents, data, deliverables, process, software, or other recorded information or invention produced pursuant to this Agreement, whether or not a copyright or patent is actually secured, is subject to all of the provisions of the "Intellectual Property Provisions for Grants with State or Local Governments," attached as part of Exhibit D and incorporated by reference. Further, to the extent that such reservation does not conflict with the rights of the USDOE, the City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrightable materials developed pursuant to this Agreement, whether or not such materials are actually copyrighted or not.

B. Hold Harmless

Unless prohibited by state law, upon request by the Federal government, Grantee will indemnify, save, and hold harmless the City and the federal government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, patents, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any material or data produced under the Agreement.

ARTICLE 8
REPRESENTATIONS

The Grantee represents and warrants that the Grantee has not employed any person solely for the purpose of soliciting or procuring this Agreement, and has not made, and will not make, any payment or any agreement for the payment of any commission, percentages brokerage, contingent fee or other compensation in connection with the procurement of this Agreement.

If the Grantee is a private entity of any legal description, then the Grantee further represents that it has completed and has provided a Disclosure Affidavit (including Disclosure of Retained Parties) to the City, a completed copy of which is attached as Exhibit C and incorporated by reference.

ARTICLE 9
PERIOD OF CONTRACT

9.01 TERM OF CONTRACT

The Agreement will take effect as of 10/01/99 and continue through 12/31/00. However, the Agreement may be extended for an additional period of time by mutual agreement of the parties, subject to the availability of funds under the applicable USDOE Grant Agreement. All extensions of this Agreement are subject to the terms and conditions of section 11.02 of this Agreement.

9.02 EARLY TERMINATION

The City may terminate this Agreement, or any portion of it remaining to be performed, at any time, by a notice in writing from the City to the Grantee. If the Agreement is terminated by the City, the Grantee will deliver to the City all finished or unfinished documents, data, studies, and reports prepared by the Grantee under this Agreement. Payment for the work performed before the effective date of such termination will be based upon a proration of the work actually performed by the Grantee to the date of termination, as determined by the Purchasing Agent. Payment made by the City, pursuant to such proration, will be in full settlement for all Services rendered by the Grantee.

ARTICLE 10
EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

10.01 EVENTS OF DEFAULT DEFINED

The following will constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the Grantee to the City.

B. Any material failure by the Grantee to perform any of its obligations under this Agreement including, but not limited to, the following:

1. Failure to perform the Services required with sufficient personnel, equipment or material to ensure performance;

2. Discontinuance of the Services for reasons not beyond Grantee's reasonable control;

3. Failure to comply with a material term of this Agreement; and

4. Failure to comply with a material term of this Agreement.

C. The Grantee's default under any other agreement it may presently have or may enter into with the City during the term of this Agreement. The Grantee consents that in the event of a default under this Agreement, the City may also declare a default under any other agreements with the City.

10.02 REMEDIES

Upon the City's determination that an event of default has occurred, the City will give notice of such occurrence to the Grantee in accordance with the terms of this Agreement ("Cure Notice"). If the Grantee fails to cure the event of default within 30 calendar days after the Cure Notice is given, or if the Grantee has failed, in the sole opinion of the City, to commence and continue diligent efforts to cure the event of default, or if the event of default cannot reasonably be cured within 30 calendar days after the Cure Notice is given, then the City may, in the sole discretion of the City, declare the Grantee to be in default under this Agreement. The decision to declare the Grantee to be in default is within the sole discretion of the Purchasing Agent, the decision is final and binding upon the Grantee, and neither that decision nor the factual basis for it is subject to review or challenge.

If the Purchasing Agent determines that the Grantee is in default under this Agreement, written notification of this determination ("Default Notice") will be provided to the Grantee, and the Default Notice will include notice of the decision of the Purchasing Agent to terminate this Agreement, if that is his such decision. Upon the City's giving the Default Notice, the Grantee will discontinue any services, unless otherwise directed in the notice, and will deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City. Following or at the same time as the Default Notice, the City may invoke any or all of the following remedies:

A. The right to take over and complete the Services or any part of them as agent for and at the cost of the Grantee, either directly or through others. The Grantee will have, in that event, the right to offset from the cost the amount it would have cost the City under the terms and conditions of this Agreement, had the Grantee completed the Services;

B. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;

C. The right of specific performance, an injunction or any other appropriate equitable remedy against the Grantee;

D. The right to money damages;

E. The right to withhold all or any part of the Grantee's compensation; and

F. The right to deem the defaulting Grantee non-responsible in future contracts to be awarded by the City.

If the City considers it to be in the City's best interests, it may elect not to declare default or to terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Grantee to continue to provide the Services despite one or more events of default, the Grantee will in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor will the City waive or relinquish any of its rights.

The remedies under the terms of the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default will impair any such right or power nor will it be construed as a waiver of any event of default or acquiescence in it, and every such right and power may be exercised from time to time and as often as the City deems expedient.

10.03 NO DAMAGES FOR DELAY

The Grantee will make no claims against the City for damages, charges, additional costs or fees for any lost profits or costs incurred by reason of delays or hindrances by the City or others in the performance of Grantee's obligations under this Agreement. On Notice to the City of a delay outside Grantee's control, Grantee may require additional time to complete its performance. The decision to grant additional time is in the sole and absolute discretion of the Purchasing Agent.

ARTICLE 11
GENERAL CONDITIONS

11.01 WHOLE AGREEMENT

This Agreement, including attached Exhibit A through Exhibit F, will constitutes the entire agreement between the parties, and no warranties, inducements, considerations, promises or other inferences will be implied that are not expressly stated in the Agreement. No variation or amendment of this Agreement and no waiver of its provisions are valid unless in writing and signed by duly authorized officers of the Grantee and the City. This Agreement supersedes all other agreements between the Grantee and the City.

11.02 MODIFICATIONS AND AMENDMENTS

No changes, amendments, modifications, cancellations or discharges of this Agreement, or any part of it are unless in writing and signed by the Grantee and the City, or their respective successors and assigns.

11.03 COMPLIANCE WITH ALL LAWS

The Grantee will comply with all applicable laws, ordinances and executive orders and regulations of the federal, state, local and city government, which may in any manner affect the performance of this Agreement. Particularly, the Grantee will comply with all the applicable provisions of the USDOE Uniform Administrative Requirements for Grants and Grant Agreements to State and Local Governments, 10 C.F.R. § 600.200 et seq., attached as Exhibit F, and all other applicable federal, state and local laws and regulations.

11.04 GOVERNING LAW

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

11.05 SEVERABILITY

If any provision of the Agreement is held to be or in fact is illegal, inoperative or unenforceable on its face or as applied in any particular case, in any jurisdiction (or in all cases because it conflicts with any other provision of this Agreement, or any constitution, statute, municipal ordinance, rule of law or public policy, or for any other reason), that circumstances will not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision of this Agreement illegal, invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement does not affect the remaining portions of this Agreement or any part of it.

11.06 INTERPRETATION

Any headings in this Agreement are for convenience of reference only and do not define or limit its provisions. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to any exhibit, appendix or document include all supplements and/or amendments to any such exhibits, appendixes or documents entered into in accordance with the terms of this Agreement. All references to any person or entity include any person or entity succeeding to the rights, duties, and obligations of the person or entity in accordance with the terms of this Agreement. In the event of any conflict between this Agreement and any exhibits to it, the terms of the Agreement control.

11.07 NONASSIGNABILITY

Grantee will not assign all or any part of its work or responsibilities under this Agreement without the prior written consent of the Purchasing Agent and the Commissioner; but any such consent will not relieve Grantee of its obligations under this Agreement. Any transfer or assignment without the prior written consent of the Purchasing Agent constitutes an event of default under this Agreement and is void as to the City. The City reserves the right to assign, in whole or in part, any funds, claims or interests, due or to become due, under this Agreement.

11.08 AUTHORITY

The City has been authorized to enter into this Agreement pursuant to City ordinance passed by the City Council of the City of Chicago on the 15th day of November, 1979.

Execution of this Agreement by the Grantee is authorized by a resolution or ordinance of its governing body, and the signature(s) of such person signing on behalf of the Grantee have been made with complete and full authority to commit the Grantee to all the terms and conditions of this Agreement. Evidence of signature authority should be forwarded to the City with the executed Agreement.

ARTICLE 12
NOTICES

All notices and communications to be provided by the Grantee pursuant to this Agreement should reference the Urban Consortium -- Energy Task Force, and should be directed to:

Roger Duncan, Chairman of the Urban Consortium -- Energy Task Force
Planning, Environment and Conservation Services
206 East 9th Street, 17th Floor
Austin, TX 78701

Additionally one copy will be sent to the City, addressed to:

Linda Davis, Assistant to the Commissioner
City of Chicago, Department of the Environment
30 North LaSalle Street
Suite 2500
Chicago, IL 60602

All notices and communications to the Grantee should be directed to:

John F. Deakin, Director
Bureau of Energy Conservation
1155 Market Street, 4th Floor
San Francisco, CA 94103
(415) 554-3175

ALL NOTICES AND COMMUNICATIONS GIVEN PURSUANT TO THIS SECTION ARE EFFECTIVE ON BEING DEPOSITED IN THE U.S. POSTAL SERVICE, PROPERLY ADDRESSED, WITH SUFFICIENT FIRST CLASS POSTAGE AFFIXED, OR IF SENT BY OVERNIGHT COURIER OR BY MESSENGER, UPON DELIVERY TO THE OFFICE OR THE DESIGNATED RECIPIENT.

ARTICLE 13
INCORPORATIONS BY REFERENCE

In addition to the other exhibits referenced in this Agreement, this Agreement is subject to and incorporates by reference the provisions contained in the following documents: (1) the USDOE's publishing requirements and the USDOE's Intellectual Property Provisions for Grants with State or Local Governments, Exhibit D; (2) the U.S. Department of Energy's regulations pertaining to Nondiscrimination in Federally-assisted Programs, 10 C.F.R. § 1040, Exhibit E; and (3) the U.S. Department of Energy's Uniform Administrative Requirements for Grants and Grant Agreements, 10 C.F.R. § 600, Exhibit F.

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SIGNED:

CITY OF CHICAGO:

By:

____
Mayor

____
Comptroller

____
Purchasing Agent

____
Chair, Urban Consortium

Recommended By:

____
Commissioner of Environment

Approved as to form and legality:

____
Assistant Corporation Counsel

GRANTEE: City & County of San Francisco, CA

By: ______________________
(Signature)

Name: Willie L. Brown

Title: Mayor
(Mayor or Authorized Official)

Attest: ______________________
(Signature)

Name: ______________________

Title: ______________________

SEAL:

Subscribed and sworn to before me
this _____ day of _________, 1999

____
Notary Public

My Commission expires: __________

etf-00-1.wpd

[rev. 7/6/99]

SIGNED:

CITY OF CHICAGO:

By:

____
Mayor

____
Comptroller

____
Purchasing Agent

____
Chair, Urban Consortium

Recommended By:

____
Commissioner of Environment

Approved as to form and legality:

____
Assistant Corporation Counsel

GRANTEE: City & County of San Francisco, CA

By: ______________________
(Signature)

Name: Willie L. Brown

Title: Mayor
(Mayor or Authorized Official)

Attest: ______________________
(Signature)

Name: ______________________

Title: ______________________

SEAL:

Subscribed and sworn to before me
this _____ day of _________, 1999

____
Notary Public

My Commission expires: __________

etf-00-1.wpd

[rev. 7/6/99]

SIGNED:

CITY OF CHICAGO:

By:

____
Mayor

____
Comptroller

____
Purchasing Agent

____
Chair, Urban Consortium

Recommended By:

____
Commissioner of Environment

Approved as to form and legality:

____
Assistant Corporation Counsel

GRANTEE: City & County of San Francisco, CA

By: _______________________
(Signature)

Name: Willie L. Brown

Title: Mayor
(Mayor or Authorized Official)

Attest: _______________________
(Signature)

Name: _______________________

Title: _______________________

SEAL:

Subscribed and sworn to before me
this _____ day of _________, 1999

____
Notary Public

My Commission expires: _________

etf-00-1.wpd

[rev. 7/6/99]

SIGNED:

CITY OF CHICAGO:

By: ____________________
Mayor

____
Comptroller

____
Purchasing Agent

____
Chair, Urban Consortium

Recommended By:

____
Commissioner of Environment

Approved as to form and legality:

____
Assistant Corporation Counsel

GRANTEE: City & County of San Francisco, CA

By: ____________________
(Signature)

Name: Willie L. Brown

Title: Mayor
(Mayor or Authorized Official)

Attest: ____________________
(Signature)

Name: ____________________

Title: ____________________

SEAL:

Subscribed and sworn to before me
this _____ day of _________, 1999

____
Notary Public

My Commission expires: __________

etf-00-1.wpd

[rev. 7/6/99]

SIGNED:

CITY OF CHICAGO:

By:

____
Mayor

____
Comptroller

____
Purchasing Agent

____
Chair, Urban Consortium

Recommended By:

____
Commissioner of Environment

Approved as to form and legality:

____
Assistant Corporation Counsel

GRANTEE: City & County of San Francisco, CA

By: ______________________________
(Signature)

Name: Willie L. Brown

Title: Mayor
(Mayor or Authorized Official)

Attest: ______________________________
(Signature)

Name: ______________________________

Title: ______________________________

SEAL:

Subscribed and sworn to before me
this _____ day of _________, 1999

____
Notary Public

My Commission expires: __________

etf-00-1.wpd

[rev. 7/6/99]

EXHIBIT A

Project Description/Description of Work Program

1. Executive Summary

Following our 1996 UCETF investigation, "Picking Up the Pace", San Francisco's Bureau of Energy Conservation (BEC) has embarked on a $10 million program of retrofits which will address the City's 100 largest municipal facilities over the next four years. While planning for this effort and drawing from BEC's extensive retrofit experience, we have found new opportunities for increasing project cost-effectiveness. Although there are volumes of existing industry information, much of it is inappropriate to the municipal sector's complex contractual procedures and low-bid requirements, and where, most importantly, the building owner is often the project implementor.

The cost-effectiveness of an energy retrofit depends on devoting the appropriate level of resources to each of the project stages: auditing, design, construction management, commissioning, monitoring and verification (M&V). At each stage, there is the potential to maximize opportunities. On the other hand, implementation methods that are more elaborate than necessary will add to project costs, increase management difficulty, and reduce overall project savings.

We have found that important implementation tools commonly used in the industry are frequently designed for performance contracting purposes and are inappropriate for the owner-implementor context common in municipal retrofit work. For example, monitoring and verification protocols are designed to reduce risk and to make savings guarantees enforceable. This requires rigorous metering and reporting, which is very costly. For municipal projects where the city is providing the funds, managing its own risks, managing the project construction and maintaining the facility upon completion, such costly protocols are inappropriate. It is better to perform M&V at a level which will secure the savings but at a much lower cost. The proposed project will, therefore, develop methods of determining appropriate levels of M&V for different types of retrofit projects.

Similarly, we have found that most energy retrofit projects get no commissioning at all, resulting in poorly adjusted HVAC systems and inadequately informed building operators. Because commissioning of projects is critical to realizing the full project benefits, tools which help BEC prepare an appropriate level of commissioning for each building in the upcoming 100-facility retrofit will ensure that potential project savings are actually realized. An existing tool, "Commissioning Program: Guidelines and Specifications", developed by project partner Montgomery County, is designed for new construction projects and will be adapted for retrofit projects.

Other examples of opportunities for more cost-effective implementation are as follows:

- There are as many as six levels of energy audits with increasing levels of sophistication and cost. BEC will develop a decision strategy for selecting the level of audit appropriate to the specific project characteristics.
- Having information on current costs for auditing will help with both budgeting the project and negotiating audit costs with the contractor. BEC will produce rules of thumb for auditing costs, depending on the audit level and project type.
- Change orders are a major issue for municipal projects, often resulting in drastically increased overall project costs. In our preparatory work for the upcoming 100 facility retrofit program, we found that some service providers have very low rates of change orders. BEC will determine the conditions which encourage low rates of change orders, and will produce a checklist of these conditions.
- It is difficult to maintain high standards of quality within the public sector, low-bid environment. BEC will produce guidelines on writing the requirements for contractor qualifications and enforcing the contract terms to ensure quality.

Development of these tailored implementation tools will not only improve the cost-effectiveness of projects, it can also increase the total project savings. The total energy saved may be increased by including additional measures made possible by the increased cost-effectiveness of the project. It may also allow the inclusion of non-energy measures that will provide key maintenance savings, safety improvements, or aesthetic enhancements. These may increase the project's appeal to the facility operators and occupants, who normally give low priority to energy retrofits.

The project will be conducted within the Bureau of Energy Conservation, part of San Francisco's Hetch Hetchy Water & Power municipal utility. BEC staff will work closely with representatives from our outside partner agencies, Montgomery County, MD; Lawrence Berkeley National Laboratory (LBNL); the California Energy Commission (CEC); and Portland Energy Conservation, Incorporated (PECI). Montgomery County will contribute knowledge and experience gained in their commissioning research LBNL staff will provide guidance on adapting public and private sector commissioning and M&V guidelines to fit the needs of energy retrofits in different building types. The CEC will draw from their extensive experience with dozens of local governments and their current work on a guide for retrofit projects. PECI will lend their extensive experience on commissioning of retrofit projects.

2. Research Objectives

The City and County of San Francisco has identified opportunities to reduce project costs and increase savings in energy retrofit projects in municipal facilities. Maximizing these opportunities requires the development of new or modified auditing, commissioning, and other implementation tools so we may deliver the needed services at the minimum cost. San Francisco proposes to develop implementation tools appropriate to municipal energy retrofits by adapting existing materials, e.g. monitoring and verification protocols, and, in some cases, developing new ones, e.g. tailored commissioning procedures for retrofits. Each tool will be tested in already scheduled energy retrofit projects.

The tools will also help other municipalities achieve better returns from their energy retrofit projects. They will be presented as a stand-alone detachable document within the project final report and will also be available electronically.

3. Research Plan

The project team will review the interests and roles of each project partner and establish a system for coordination among team members. The team will meet with project managers and departmental liaisons involved with the upcoming municipal retrofit program in order to assess needs and to coordinate with the program's audit and design schedule.

In order to best integrate products of this work with the materials already available in the industry, the team will review existing implementation tools that can be applied to comprehensive energy retrofit projects. Tools will be reviewed for applicability to San Francisco's energy retrofit projects. We will then identify further any materials which need to be created or adapted to complete the implement of the retrofits.

The project team will tailor the existing tools to facilitate the cost-effective implementation of energy retrofits. For example, monitoring and verification guidelines will be adapted to a range of possible projects, from lighting retrofits in fire stations to a new energy management system in a convention center.

BEC staff will then develop new tools where none exist, including for example; guidance on the use of various levels of audits, including rules for applying them and the appropriate ranges of cost per square foot.

Where appropriate, BEC staff will evaluate the impact of the size of retrofit projects and the complexity of energy conservation measures (ECMs) on the scope, cost, and benefit of the process. Based on the scale of an individual project and varying types of ECMs, the tools will indicate the appropriate implementation procedure for a specific building. Following this, staff will apply the tools to energy retrofit projects in at least three municipal facilities as pilot projects. Projects will be selected such that the implementation will occur during the ETF program year and achieve real test results. Each tool will be revised based upon the results of the pilots.

Finally, staff will describe how the project was conducted, and review results and discuss lessons learned during the project. Written descriptions of the implementation tools will be prepared as separable documents.

The Project team will measure project progress by monitoring completion of tasks in the work plan. The progress towards the completion of each task will be described in the Quarterly Report.

Project progress evaluation is discussed below in Section 4.

4. Task Descriptions

Task 1: Establish Project Management System

The project team will review the interests and roles of each project partner and establish a system for coordination among team members. The team will meet with project managers and departmental liaisons involved with the upcoming municipal retrofit program in order to assess needs and to coordinate with the program's audit and design schedule. The project manager will conduct meetings and produce reports and other documents as needed.

Task 2: Review Existing Implementation Tools

In order to best integrate products of this work with the materials already available in the industry, the team will review existing implementation tools that can be applied to comprehensive energy retrofit projects. The project team will maintain a database of publicly available materials containing summary notes on each reference.

Some of the existing tools will be located through the following:

- LBNL's large research base and expertise. LBNL staff serve on various ASHRAE committees and can give authoritative and up-to-date guidance to help formulate tailored approaches to a wide range of energy retrofits implementation issues.
- The California Energy Commission, which has extensive experience in retrofit projects and has recently completed tools which will be useful, e.g. auditing guidelines.
- The California Department of General Services/Office of Economic Assessments, which has managed retrofits as an owner-implementer.
- The Federal Energy Management Program, which has a wealth of implementation experience and tools for performance contract projects, e.g. monitoring and verification protocols.
- Pacific Gas & Electric's Energy Center, which has for years acted as a resource for energy conservation efforts in the region.
- San Francisco's own experience with recently completed retrofits and the first stages of a 100 building retrofit program which will enter construction during FY 2000.
- Previous Energy Task Force reports, which contain valuable tools, e.g., San Francisco's "Picking up the Pace" which contains a matrix of service delivery options.
- PECI's toolkit on project commissioning and attendance at the annual National Building Commissioning Conference organized by PECI.

Tools from these resources will be reviewed for applicability to BEC energy retrofit projects. BEC will identify further any tools which need to be created or adapted to complete the implementation of the retrofits.

Task 3: Adapt Existing Implementation Tools to Municipal Retrofit Projects

The project team will tailor existing tools to facilitate cost-effective implementation of energy retrofits. For example, monitoring and verification guidelines will be adapted to a range of possible projects, from lighting retrofits in fire stations to a new energy management system in a convention center. In adapting existing tools, we will be able to reference the previous material and thus provide the reader with background information without duplicating efforts.

Task 4: Develop Implementation Tools for Municipal Retrofits

BEC staff will develop new tools where none exist, including:

- Guidance on the use of various levels of audits, including rules for applying them and the appropriate ranges of cost per square foot.
- Checklists on how to minimize change orders; i.e., linking construction management and design phases, and selecting designers with histories of low historic change order rates.
- Decision matrices on the level of detail needed for drawings and specifications for various project types; when to use performance specs.
- Procedures and tips on how to get quality contract work in a low-bid environment; e.g., pre-qualifying a pool of contractors, and obtaining on-site installation training by manufacturers.
- Tailored commissioning guidelines and specifications, taking into account the levels of commissioning effort needed for various building technologies.

Where appropriate, BEC staff will evaluate the impact of the size of retrofit projects and the complexity of energy conservation measures (ECMs) on the scope, cost, and benefit of the process. Based on the scale of an individual project and varying types of ECMs, the tools will indicate the appropriate implementation procedure for a specific building.

Task 5: Apply implementation Tools to Pilot Retrofit Projects

BEC staff will apply the tools to energy retrofit projects in at least three municipal facilities as pilot projects. Each draft tool will be applied to three projects. Projects will be selected such that the implementation will occur during the ETF program year and achieve real test results. Upcoming retrofit projects include retrofits at: General Hospital (13 buildings), two homeless shelters, nine subway stations, a youth detention center, an animal control center and a community center. Each tool will be revised based upon the results of the pilots.

Task 6: Prepare Final Report and Implementation Tools

BEC staff will describe how the project was conducted, review results and discuss lessons learned during the project. Special emphasis will be given to explaining how other local governments may use the materials developed in the course of the project.

Implementation tools will be written as separable documents in an appendix to the Final Report. They will also be made accessible through World Wide Web pages or other electronic means.

The structure of the final report is described in outline in Section 7.

Evaluation Methods

The project team will measure project progress by monitoring completion of tasks in the work plan. The progress towards the completion of each task will be described in the Quarterly Report. The tasks completed per report will be as follows:

Quarterly Report 1:	The setup and coordination of the project will be completed as well as Task 2, the review of existing implementation tools. Task 3, the adaptation of existing tools and Task 4, the development of new tools, will have been initiated.
Quarterly Report 2:	Tasks 3 and 4 will be substantially completed and Task 5, the application of the tools to pilot projects, will have been initiated.
Quarterly Report 3:	Tasks 3 and 4 will be completed and Task 5 will be 50% complete in that the tools will have each been applied to all of the pilots. Progress on the testing of the tool will be dependent on the progress of the retrofit projects through their various phases of audit, design, and construction.
Quarterly Report 4:	Task 5 will be very near completion and a first draft of the Final Report will be initiated.

Evaluation and measurement of energy and cost savings is a critical component to the BEC's upcoming retrofit of over 100 facilities. To this end, the Bureau needs to develop appropriate, cost-effective procedures that assure that San Francisco will realize the estimated $21.6 million in energy savings (over 15 years) at the lowest project cost.

Project staff will design a tracking process to estimate program benefits in terms of reductions in project costs and increases in savings achieved for each of the piloted implementation tools. For example, in the pilot projects we will record the number of contractor change orders which can be compared to previous projects and then translate the difference into reduced costs. Likewise, the project will document energy savings achieved by instituting commissioning procedures in projects and ECM's which previously did not receive any commissioning.

For the next four years, the project will use the savings generated by the implementation tools and extrapolate those savings on to the upcoming $10 million retrofit program.

5. Organization and Management Plan

The project will be conducted within the Bureau of Energy Conservation (BEC), part of San Francisco's Hetch Hetchy Water & Power municipal utility. Overall direction of the project will be with BEC's Director, John F. Deakin. Day-to-day management of the project will be with Bureau Project Manager, Bruce Chamberlain. They will be assisted as required by BEC staff members with experience in specialized areas. They will also be assisted by BEC's energy engineering consultant under an existing multi-year contract.

BEC staff will work closely with representatives from our outside partner agencies, the California Energy Commission; Lawrence Berkeley National Laboratory; Montgomery County, MD; and Portland Energy Conservation Incorporated.

The California Energy Commission, Energy Efficiency Services Division (CEC) has provided assistance to local governments for hundreds of retrofit projects. Currently, they are writing a guide, "Steps to Successful Energy Retrofits", which they have stated will both contribute to and benefit from San Francisco's development and adaptation of implementation tools.

Portland Energy Conservation Incorporated (PECI) is a national leader in the promotion and development of building commissioning and best practices in operations and maintenance. PECI organizes the National Building Commissioning Conference which BEC project staff will attend.

Staff at Lawrence Berkeley National Laboratory (LBNL), Energy Analysis Program, have extensive experience researching the benefits of commissioning in commercial buildings. They have also explored the value of energy management control systems in the evaluation and commissioning of energy conservation measures, as well as in ongoing operation and maintenance. Currently, they are helping design tracking and documentation systems which will help demonstrate the results of commissioning.

Staff at the Montgomery County Division of Facilities and Services have extensive involvement in the development of commissioning guidelines and specifications for new construction projects. They also have staff involved in the analyzing and monitoring of the building commissioning process - from contract language to post-installation equipment verification and testing procedures.

6. Work Statement and Schedule

The project will have the following results:

1. It will identify important implementation issues specific to energy retrofit projects throughout the audit, design, construction, commissioning and post-construction phases.

2. It will provide a series of tools which enable municipalities to implement energy efficiency retrofits more cost-effectively. The tools may include decision matrices, rules of thumb, annotated lists, etc. Some of the tools will be:

   - A decision matrix to select among a range of project delivery options from separate contracts for each project step (audit, design, construction) to performance contracting.
   - Decision matrix on the appropriate level of audits, and the appropriate ranges of cost per square foot.
   - A decision matrix to select appropriate level of design detail depending on the size, complexity and ECM's in a retrofit project.
   - Guidelines for commissioning tailored to the building size, the ECM's installed, and the characteristics of maintenance labor force.
   - Guidelines for tailoring monitoring and verification procedures to the appropriate level for the building size and the ECM's installed.

3. Use of the implementation tools in at least three energy retrofit projects during the grant year (1999-2000), and in approximately 100 municipal San Francisco buildings during the next three years.

4. Report on lessons learned from San Francisco's pilot test of the implementation tools.

Phasing and time frame (November 1999 thru December 2000)

Task 1: Establish Project Management System
Task 2: Review Existing Implementation Tools
Task 3: Adapt Existing Implementation Tools
Task 4: Develop New Implementation Tools
Task 5: Apply Implementation Tools to Pilot Retrofit Projects
Task 6: Prepare Final Report

```
Task  Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec
1)    //////
2)      ////////////////
3)                ///////////////////////////
4)                ///////////////////////////
5)                              ////////////////////////////////////
6)                                                         //////////////////////////////

Unit Meeting                  ///                                ///
Nat’l Bldg. Commissioning Conf.           ///
Quarterly Report /                       /     /                      /
```

7. Report Description

The project final report will describe how the project was conducted, review results and discuss lessons learned during the project. Special emphasis will be given to explaining how other local governments may use the materials developed in the course of the project.

Implementation tools will be written as separable documents in an appendix to the Final Report. They will also be made accessible through World Wide Web pages or other electronic means.

The structure of the final report will be as follows:

Chapter 1: Executive Summary: Includes the problem statement, summary of solutions found the outcome of the research and pilot projects, and the role of the partners.

Chapter 2: Concept and Conduct: Includes an assessment of what tools are needed for efficient municipal retrofit programs, the process of adapting existing tools, development of new tools, the application of new and adapted tools at pilot sites, and adjustment of tools based on findings during the pilots.

Chapter 3: Results: Summarizes and evaluates our work, includes benefits measured in the demonstration project and extrapolates to the upcoming retrofit program. Includes other economic and environmental benefits.

Appendix: Implementation tools as separable documents.

H:\ARCHIVE\PROJECT\100YR21\04WRKPLN\WORKPLAN.WPD

EXHIBIT B

Budget Summary

[rev. 7/6/99]

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CITY OF CHICAGO

PROJECT BUDGET

Name of Project
Implementation Tools for Municipal Energy Retrofits

Name, address, and zip code of delegate agency

Bureau of Energy Conservation
Hetch Hetchy Water and Power
1155 Market Street, 4th Floor
San Francisco, CA 94103

TYPE OF ENTITY - Is the entity a (Check applicable box or boxes):

☒ City Department ☐ Public Agency ☐ Neighborhood-based

☐ Private (nonprofit) ☐ Private (Profit Making) ☐ Other

METHOD OF ALLOCATION - If cost is to be shared by others add an explanatory statement which identifies the sharing entity (or entities) and the method of allocation.

FUNDING SOURCE (Check)

☒ DEPARTMENT OF ENERGY

☐ Other (Please Explain)

FOR CHICAGO USE ONLY

Grant Program Category ____________________
Descriptive Title

____
Code Number

Fund & Activity Number ____________ ____________

BUDGET SUMMARY

FOR CHICAGO USE ONLY
FUND NO:
CONTRACT NO:

NAME OF PROJECT **Implementation Tools for Municipal Energy Retrofits**
NAME OF DELEGATE AGENCY: San Francisco, California

A. Cost Category	B. ACCOUNT NUMBER	C. DOE SHARE OF COST	D. OTHER SHARE	E. TOTAL COST
Salaries	0005	46,000	33,000	79,000
Fringe Benefits	0044	11,500	8,250	19,750
Postage	0130	100	100	200
Consultants	0140	0	25,000	25,000
Printing	0150	0	100	100
Subscriptions	0166	700	0	700
Tech. meetings	0169	0	500	500
Telephone	0186	0	200	200
Travel	0245	7,200	0	7,200
Consumable Supplies	0350	300	400	700
Overhead	0801	9,200	6,600	15,800
TOTAL COSTS		**75,000**	**74,150**	**149,150**

SUBMITTED BY: J F Deakin June 21, 1999
SIGNATURE (DATE)

John F. Deakin, Director
NAME and TITLE (Type or Print)

APPROVAL
BY
CHICAGO (DATE)

Linda Davis, Assistant to the Comm., Department of Enviroment
NAME and TITLE (Type or Print)

For Chicago Use Only
FUND NO. ______
CONTRACT NO. ____

BUDGET JUSTIFICATION

Name of Project IMPLEMENTATION TOOLS for MUNICIPAL ENERGY RETROFITS
Name of Delegate Agency CCSF / BUREAU OF ENERGY CONSERVATION
For each cost category, provide a detailed breakdown of expenditures using the account numbers and titles from: CITY OF CHICAGO ACCOUNT/OBJECT CODE LISTING FOUND ON PAGE ______

A. Non-personnel Cost Category (Materials, Consultants, Travel, etc.)	B. Acct. No.	C. USDOE	D. Other Share	E. Total Cost
Postage	0130	100	100	200
Consultants	0140	0	25,000	25,000
Printing	0150	0	100	100
Subscriptions	0166	700	0	700
Tech. Meetings	0169	0	500	500
Telephone	0186	0	200	200
Travel	0245	7,200	0	7,200
2 ETF meetings x 2 staff persons + 1 conference x 1 staff person + 1 Tech meeting x 1 partner staff				
Air & Ground Travel = $692 Hotel 4 x $85 = 340 Meals 4 x $42 = 168 Per person/trip = $1200				
Consumable Supplies - Paper, binders, etc.	0350	300	400	700
Overhead	0801	9,200	6,600	15,800
TOTAL:		17,500	32,900	50,400

PERSONNEL

FOR CHICAGO USE ONLY
Fund No. ______________
Contract No. ______________

Name of Project: Implementation Tools for Municipal Energy Retrofits
Name of Lead Agency: CITY & COUNTY OF SAN FRANCISCO
Name of Delegate Agency: BUREAU OF ENERGY CONSERVATION

(a) No. of Pers.	(b) Position or Title	(c) Average Salary per month	(d) % of time	(e) No. of months	(f) DOE Share	(g) Other	(h) TOTAL COST
1	Project Director	5,000	8	15	0	6,000	6,000
1	Clerical	4,450	12	15	0	8,000	8,000
1	Project Manager Senior Energy Specialist	5,416	40	15	15,800	6,000	21,800
1	Assistant Energy Specialist	3,756	35	15	13,200	5,000	18,200
1	Energy Specialist	4,678	40	15	17,000	8,000	25,000

Total Salaries:	46,000	33,000	79,000
Cost of Fringe Benefits:	11,500	8,250	19,750
(Indicate basis for estimate) 25% of Salary			
TOTAL PERSONNEL COSTS:	57,500	41,250	98,750

F-133-A (Formerly CD-13)
(Adapted, City of San Francisco)

Title of Project:
City or County: San Francisco, California

VII. Identification of Indirect Cost and Overhead Rates

A. Will you be applying an indirect cost or overhead rate to the direct costs for your 1998 project:

Yes X No ____

B. If so, what is that rate and to what direct costs will it be applied? For example, "overhead" may be a 20% rate applied to all direct salary costs If indirect costs exceed 20% of UCETF/DOE-MEMP project funding, written justification for the requested amount must accompany this submission.

20% on salaries only

C. Have any federal agencies approved this rate? If so, which?

Department of Health and Human Services

John F. Deakin, Director
Name and Title of Person Submitting this Proposal

March 17 1998
Signature and Date

Tel. #: (415) 554-3175

Steven Carmichael, Director of Finance
Name and Title of Fiscal Officer

Steve Carmichael 3/18/99
Signature and Date

CITY OF CHICAGO
URBAN CONSORTIUM ENERGY TECHNOLOGY PROGRAM

SIGNATURE AUTHORIZATION AND DEPOSITORY DESIGNATION

City & County of San Francisco	Bureau of Energy Conservation	
CITY/ORGANIZATION	DEPARTMENT	CONTRACT #

THE PERSONS WHOSE SIGNATURES ARE FURNISHED BELOW ARE AUTHORIZED TO SIGN VOUCHERS ISSUED FOR THE ABOVE PROGRAM:

NAME (TYPED):	Timothy King	Pearl Chan
(SIGNED):	King	Pearl Chan
TITLE:	Head Accountant	Director of Enterprise Accounting
DEPARTMENT:	PUC Finance	PUC Finance
ADDRESS:	1155 Market Steet, 8th Floor San Francisco, CA 94103	1155 Market St., 8th floor SF, CA 94103
TELEPHONE:	(415) 487-5275	(415) 487-5276

WARRANTS BASED ON APPROVED VOUCHERS ARE TO BE SENT TO:

DEPARTMENT: PUC Finance / Accounting

TO THE ATTENTION OF: ~~Lita Mancenido~~ Bernie Reyes
PUC Finance

ADDRESS: 1155 Market Street, 8th Floor
San Francisco, CA 94103

THE ABOVE INFORMATION IS APPROVED BY:

SIGNED: ______________ TITLE: Mayor DATE: ______________
MAYOR/CHIEF EXECUTIVE OFFICER

PLEASE FORWARD TWO ORIGINAL COMPLETED FORMS TO:

Linda Davis
Assistant to the Commissioner
City of Chicago
Department of Environment
30 North LaSalle Street, Suite 2500
Chicago, Illinois 60602

CITY OF CHICAGO
URBAN CONSORTIUM ENERGY TECHNOLOGY PROGRAM

SIGNATURE AUTHORIZATION AND DEPOSITORY DESIGNATION

City & County of San Francisco	Bureau of Energy Conservation	
CITY/ORGANIZATION	DEPARTMENT	CONTRACT #

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NAME (TYPED):	Timothy King	Pearl Chan
(SIGNED) :		Pearl Chan
TITLE :	Head Accountant	Director of Enterprise Accounting
DEPARTMENT:	PUC Finance	PUC Finance
ADDRESS :	1155 Market Steet, 8th Floor San Francisco, CA 94103	1155 Market St., 8th Floor SF, CA 94103
TELEPHONE :	(415) 487-5275	(415) 487-5276

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TO THE ATTENTION OF: ~~Lita Mancenido~~ Bernie Reyes
PUC Finance

ADDRESS: 1155 Market Street, 8th Floor
San Francisco, CA 94103

THE ABOVE INFORMATION IS APPROVED BY:

SIGNED: ______________ TITLE: Mayor DATE: ______________
MAYOR/CHIEF EXECUTIVE OFFICER

PLEASE FORWARD TWO ORIGINAL COMPLETED FORMS TO:

Linda Davis
Assistant to the Commissioner
City of Chicago
Department of Environment
30 North LaSalle Street, Suite 2500
Chicago, Illinois 60602

FISCAL REPRESENTATIVE

City & County of San Francisco . Public Utilities Commission
NAME OF CITY

Carlos Jacobo
FISCAL OFFICER

Acting Director of Finance
TITLE

1155 Market St, 5th Floor, SF, CA 94103
ADDRESS

(415) 487-5253
PHONE NUMBER

PLEASE MAIL TO:

Linda Davis
Business Officer, UCETF
City of Chicago
Department of Environment
30 North LaSalle Street
Suite 2500
Chicago, Illinois 60602

EXHIBIT C

Disclosure Affidavit (including Disclosure of Retained Parties) (if required)

EXHIBIT D

USDOE Publication Requirements and USDOE Intellectual Property Provisions for Grants with State or Local Governments

INTELLECTUAL PROPERTY PROVISIONS FOR GRANTS WITH STATE OR LOCAL GOVERNMENTS

SECTION	TITLE	PAGE NO.
1	Authorization and Consent	1
2	Notice and Assistance Regarding Patent and Copyright Infringement	1
3	Reporting of Royalties	1
4	Patent Rights	1
5	Rights in Technical Data	4
6	Rights to Proposal Data	6
Attachment 1	PATENT RIGHTS - Small Business Firms or Nonprofit Organizations (Other than GOCO's) SBNP-987	

SECTION 1 AUTHORIZATION AND CONSENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United States in the performance of this grant or any part hereof or any amendment hereto or any contract hereunder (including all lower-tier contracts hereunder.)

SECTION 2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The provisions of this clause shall be applicable only if the amount of this grant exceeds $10,000.

(a) The Grantee shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this grant of which the Grantee has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this grant or out of the use of any supplies furnished or work or services performed hereunder, the Grantee shall furnish to the Government when requested by the Contracting Officer, all evidence and information in possession of the Grantee pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Grantee has agreed to indemnify the Government.

(c) This clause shall be included in all contracts under this grant.

SECTION 3 REPORTING OF ROYALTIES

If this grant is is an amount which exceeds $10,000 and if any royalty payments are directly involved in the grant or are reflected in the grant price to the Government, the Grantee agrees to report in writing to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) during the performance of this grant and prior to its completion of final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this grant together with the names and addresses of licensors to whom such payments are made and either the patent numbers invlved or such other informatino as will permit the identification of the patents or other basis on which the royalties are to be paid. The approval of DOE of any individual payments or royalties shall not stop the Government at any time from contestign the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made.

SECTION 4 PATENT RIGHTS

(a) Definitions.

(1) "Subject Invention" means any invention or disclovery of the Grantee conceived or first actually reduced to practice in the course of or under this grant, and includes any art, method, process, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plants, whether patented or unpatented, under the Patent Laws of the United States of America or any foreign country.

(2) "Patent Counsel" means the DOE Patent Counsel assisting the procuring activity.

(b) Invention Disclosures and Reports.

(1) The Grantee shall furnish the Patent Counsel (with notification by Patent counsel to the Contracting Officer):

(i) A written report containing full and complete technical information concerning each Subject Invention within 6 months after conception or first actual reduction to practice whichever occurs first in the course of or under this grant, but in any event prior to any on sale, public use, or public disclosure of such invention known to the Grnatee. The report shall identify the grant and inventor and shall be sufficiently complete in techncial detail and appropriately illustrated by sketch or diagram to convey to one skilled in the art to which the invention pertains a clear understanding of the nature, purpose, operation, and to the extent known, the physical, chemical, biological, or electrical characteristics of the invention;

(ii) Upon request, but not more than annually, interim reports on a DOE-approved form listing Subject Inventions for the period and certifying that all Subject Inventions have been disclosed or that there were no such inventions; and

(iii) A final report on a DOE-approved form within 3 months after completion of the grant work listing all Subject Inventions and certifying that all Subject Inventions have been disclosed or that there were no such inventions.

(2) The Grantee agrees that the Government may duplicate and disclose Subject Invention disclosures and all other reports and papers furnished or required to be furnished pursuant to the grant.

(c) Allocation of Principal Rights.

(1) Assignment to the Government. The Grantee agrees to assign to the Government the entire right, title, and interest throughout the world in and to each Subject Invention, except to the extent that rights are retained by the Grantee under paragraphs (c)(2) and (d) of this clause.

(2) Greater rights Determinations. The Grantee, or the employee-inventor with authorization of the Grantee, may request greater rights than the nonexclusive license and the foreign patent rights provided in paragraph (d) of this clause on identified inventions in accordance with the procedure and criteria of 41 CFR 9-9.109-6. A request for a determination of whether the Grantee or the employee-inventor is entitled to retain such greater rights must be submitted to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) at the time of the first disclosure of the invention pursuant to paragraph (b)(1) of this clause or not later than 9 months after conception or first actual reduction to practice, whichever occurs first, or such longer period as may be authorized by the Patent Counsel

(with notification by Patent Counsel to the Contracting Officer) for good cause shown in writing by the Grantee. The information to be submitted for a greater rights determination is specified in 41 CFR 9-9.109-6(e).

(d) Minimum Rights to the Grantee.

The Grantee reserves a revocable, nonexclusive, paid-up license in each patent application filed in any country on a Subject Invention and any resulting patent in which the Government acquires title. Revocation shall be in accordance with the procedure of paragraphs (c)(2) and (3) of the clause in 41 CFR 9-9.107-5(a). The Grantee also has the right to request foreign rights in accordance with the procedures of paragraph (c)(4) of the clause in 41 CFR 9-9.107-5(a).

(e) Agreements with Contractors under this Grant and Employees.

Unless otherwise authorized in writing by the Contracting Officer, the Grantee shall:

(1) Obtain patent agreements to effectuate the provisions of the Patent Rights clause from all persons who perform any part of the work under this grant except nontechnical personnel, such as clerical employees and manual laborers.

(2) Include the provisions of Attachment 1 entitled "Patent Rights - Small Business Firms or Nonprofit Organizations (Other than GOCO's)," SBNP-987, attached hereto and made a part hereof, suitably modified to identify the parties, in all contracts hereunder, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or a domestic nonprofit organization. In all other contracts hereunder, regardless of tier, for experimental, developmental, demonstration, or research work, the Grantee will include the Patent Rights clause of 41 CFR 9-9.107-5(a) or 41 CFR 9-9.107-6, as appropriate, modified to identify the parties.

(3) Promptly notify the Contracting Officer in writing upon the award of any contract containing a Patent Rights clause by identifying the contractor hereunder, the work to be performed under the contract, and the dates of award and estimated completion. Upon the request of the Contracting Officer the Grantee shall furnish a copy of the contract hereunder to such requestor.

(f) Atomic Energy.

(1) No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, shall be asserted by the Grantee or its employees with respect to any invention or discovery made or conceived in the course of or under this grant.

(2) Except as otherwise authorized in writing by the Contracting Officer, the Grantee will obtain patent agreements to effectuate the provisions of paragraph (f) (1) of this clause from all persons who perform any part of the work under this grant, except nontechnical personnel such as clerical employees and manual laborers.

(g) Publication.

In order that information concerning scientific or technical developments conceived or first actually reduced to practice in the course of or under the grant is not prematurely published so as to adversely affect patent interest of DOE, the Grantee agrees to submit to the Patent Counsel for patent review a copy of each paper 60 days prior to its intended publication date. The Grantee may publish such information after expiration of a 60-day period following such submission or prior thereto if specifically approved by Patent Counsel, unless the Grantee is informed that in order to protect patentable subject matter, publication must be further delayed. In this event, publication shall be delayed up to 100 days beyond the 60-day period or such longer period as mutually agreed to.

SECTION 5 RIGHTS IN TECHNICAL DATA

(a) Definitions.

(1) "Technical Data" means recorded information regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental, or demonstration, or engineering work, or be usable or used to define a design or process, or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer software (including computer programs, computer software data bases, and computer software documentation). Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identification, and related information. Technical data as used herein does not include financial reports, cost analyses, and other information incidental to grant administration.

(2) "Proprietary Data" means technical data which embody trade secrets developed at private expense, such as design procedures or techniques, chemical composition of materials, or manufacturing methods, processes, or treatments, including minor modifications thereof, provided that such data:

(i) Are not generally known or available from other sources without obligation concerning their confidentiality;

(ii) Have not been made available by the owner to others without obligation concerning their confidentiality; and

(iii) Are not already available to the Government without obligation concerning their confidentiality.

(3) "Grant Data" means technical data first produced in the performance of the grant, technical data which are specified to be delivered in the grant, technical data that may be called for under the "Additional Technical Data Requirements" clause of the grant, if any, or technical data actually delivered in connection with the grant.

(4) "Unlimited Rights" means rights to use, duplicate, or disclose technical data, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have:

(i) Unlimited rights in technical data first produced or specifically used in the performance of this grant;

(ii) The right of the Contracting Officer or his representatives to inspect at all reasonable times up to three (3) years after final payment under this grant all technical data first produced or specifically used in the grant (for which inspection the Grantee or its contractors hereunder shall afford proper facilities to DOE);

(iii) The right to have any technical data first produced or specifically used in the performance of this grant delivered to the Government as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this grant.

(2) The Grantee shall have:

The right to use for its private purposes, subject to patent, security or other provisions of this grant, technical data it first produces in the performance of this grant provided the data requirements of this grant have been met as of the date of the private use of such data. The Grantee agreees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from DOE or a DOE contractor or subcontractor, the Grantee shall treat such data in accordance with any restrictive legend contained thereon, unless use is specifically authorized by prior written approval of the Contracting Officer.

(c) Copyrighted Material.

(1) The Grantee agrees to, and does hereby grant to the Government, and to its officers, agents, servants and employees acting within the scope of their duties:

(i) A royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of and to authorize others so to do, all copyrightable material first produced or composed in the performance of grant by the Grantee, its employees or any individual or concern specifically employed or assigned to originate and prepare such material; and

(ii) A license as aforesaid under any and all copyrighted or copyrightable works not first produced or composed by the Grantee in the performance of this grant but which are incorporated in the material furnished under the grant, provided that such license shall be only to the extent the Grantee now has, or prior to completion or final settlement of the grant may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(2) The Grantee agrees that it will not knowingly include any material copyrighted by others in any written or copyrightable material furnished or delivered under this grant without a license as provided for in subparagraph (1) (ii) hereof, or without the consent of the copyright owner, unless it obtains specific written approval of the Contracting Officer for the inclusion of such copyrighted material.

SECTION 6 RIGHTS TO PROPOSAL DATA

It is agreed that as a condition of the award of this grant, and notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, and disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which the grant is based.

ATTACHMENT 1

PATENT RIGHTS

Small Business Firms or Nonprofit Organizations

(Other than GOCO's)

Patent Rights - Small Business Firms or Nonprofit Organizations (other than GOCO's)

(a) Definitions.

(1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code (U.S.C.) or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq*.).

(2) "Subject Invention" means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant the date of determination (as defined in section 44(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(4) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) "Small Business Firm" means a small business concern as defined at Section 2 of P. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standard for small business concerns involved in Government procurement and subcontracting, at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) "Patent Counsel" means the Department of Energy (DOE) Patent Counsel assisting the DOE contracting activity.

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(b) Allocation of principal rights.

(1) The contractor may retain the entire right, title and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(2) (Reserved.)

(c) Invention disclosure, election of title and filing of patent application by contractor.

(1) The contractor will disclose each subject invention to the Patent Counsel within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the Patent Counsel shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Patent Counsel, the Contractor will promptly notify the Patent Counsel of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Patent Counsel within two years of disclosure to the Patent Counsel. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by Patent Counsel to a date that is no more than sixty days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The contractor will file patent applications in addi-

tional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Patent Counsel, election, and filing, under subparagraphs (1), (2) and (3) may, at the discretion of the Patent Counsel be granted.

(d) Conditions when the Government may obtain title.

The contractor will convey to the DOE, upon written request, title to any subject invention:

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in (c) above, or elects not to retain title; provided that the DOE may only request title within 60 days after learning of the failure of the contractor to disclose or elect within the specified times;

(2) In those countries in which the contractor fails to file patent applications within the time specified in (c) above; provided, however, that if the contractor has filed a patent application in a country after the time specified in (c) above but prior to its receipt of the written request of the Patent Counsel, the contractor shall continue to retain title in that country; or

(3) In any country in which the contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to contractor and protection of the contractor right to file.

(1) The contractor will retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the contractor fails to disclose the subject invention within the times specified in (c) above. The contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the contractor is a part and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of DOE except when transferred to the successor of the part of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by DOE to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR 404 and 10 CFR 781. This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of DOE to the extent the contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, DOE will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by DOE for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with 37 CFR 404 and 10 CFR Part 781, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest.

(1) The contractor agrees to execute or to have executed and promptly deliver to the Patent Counsel all instruments necessary to:

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and

(ii) Convey title to DOE when requested under (d) above and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under this contract in order that the contractor can comply with the disclosure provisions of (c) above and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by (c)(1) above. The contractor shall instruct such employees through the employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit

the filing of patent applications prior to United States or foreign statutory bars.

(3) The contractor will notify the Patent Counsel of any decision not to continue prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement "This invention was made with Government support under (identify the contract) awarded by the Department of Energy. The Government has certain rights in the invention."

(5) The contractor agrees to:

(i) Upon request, provide a report prior to the close-out of the contract listing all subject inventions or stating that there were none;

(ii) Provide, upon request, a copy of the patent application, filing date, serial number and title, patent number and issue date for any subject invention in any country in which the contractor has applied for a patent; and

(iii) Provide, upon request, but not more than annually, listings of all subject inventions which were disclosed to DOE during the applicable reporting period.

(g) Subcontracts.

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or a domestic nonprofit organization. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental, developmental, demonstration or research work the patent rights clause of 41 CFR 9-9.107-5(a) or 9-9.107-6 as appropriate, modified to identify the parties.

(3) In the case of subcontracts at any tier, when the prime award with DOE was a contract (but not a grant or cooperative agreement) DOE, the subcontractor, and the contractor agree that

(27) The mutual obligations of the parties created by this clause constitute a contract between the subcontractor and DOE with respect to those matters covered by this clause, provided however that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on utilization of subject inventions.

The contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as DOE may reasonably specify. The contractor also agrees to provide additional reports as may be requested by DOE in connection with any march-in proceeding undertaken by DOE in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), DOE agrees it will not disclose such information to persons outside the Government without permission of the contractor.

(i) Preference for United States industry.

Notwithstanding any other provision of this clause, the contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in-rights.

The contractor agrees that with respect to any subject invention in which it has acquired title, DOE has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of DOE to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request, DOE has the right to grant such a license itself if DOE determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations.

If the contractor is a nonprofit organization it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of DOE, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when DOE deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to

Exhibit E

Nondiscrimination in Federally-assisted Programs (10 CFR 1040)

(incorporated by reference)

File No. 000059 **Committee Item No.** 6
Board Item No. ______

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST*

Committee Public Health & Environment **Date** 1/27/00

Board of Supervisors Meeting **Date** ______

Cmte Board

☐ ☐ **Motion**
☒ ☐ **Resolution**
☐ ☐ **Ordinance**
☐ ☐ **Legislative Digest**
☐ ☐ **Budget Analyst Report**
☐ ☐ **Legislative Analyst Report**
☐ ☐ **Department/Agency Cover Letter and/or Report**
☐ ☐ **Public Correspondence**
☐ ☐ **Exceeds 20 pages; see file to review**
☐ ☐ **Sent to Board in advance of agenda preparation; available for review at reception desk, City Hall, Room 244**
☒ ☐ **Other**

- Introduction Form
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(Use back side if additional space is needed)

Late Agenda Items (documents received too late for distribution to the Committee Members)

-
-
-
-

Completed by: Gail Johnson **Date** 1/25/00
Date ______

***This list reflects the explanatory documents provided**

INTRODUCTION FORM

By a member of the Board of Supervisors or the Mayor

[illegible]
BOARD OF SUPERVISORS
00 JAN 10 AM 10: 57

Time Stamp or Meeting Date

I hereby submit the following item for introduction:

_____ 1. For reference to Committee:
An ordinance, resolution, motion, or charter amendment.
_____ 2. Request for next printed agenda without reference to Committee
__X__ 3. Request for Committee hearing on a subject matter.
_____ 4. Request for letter beginning "Supervisor _____ inquires…".
_____ 5. City Attorney request.
_____ 6. Budget Analyst request.
_____ 7. Other (Call file from Committee, reactive, etc.)

[Note: For the Imperative Agenda (a resolution not on the printed agenda), use a different form.]

Sponsor(s): Supervisor Bierman

SUBJECT: Alternatives to Institutional Care: Progress Reports

The text is listed below or attached:

CALLING FOR A HEARING TO FOLLOW RESOLUTION #336-99, ALTERNATIVES TO INSTITUTIONAL CARE FOR SENIORS/PEOPLE WITH DISABILITIES, TO CONSIDER PROGRESS MADE BY CITY DEPARTMENTS IN DEVELOPING SUPPORTIVE HOUSING ALTERNATIVES TO INSTITUTIONAL CARE.

Signature of Sponsoring Supervisor: Sue Bierman

For Clerk's Use Only:

000059

FILE NO. 990411

AS AMENDED IN COMMITTEE
4/13/99

RESOLUTION NO. 336-99

[Developing Alternatives to Institutional Care]

SUPPORTING THE DEVELOPMENT OF ALTERNATIVES TO INSTITUTIONAL CARE FOR SENIORS AND PEOPLE WITH DISABILITIES.

WHEREAS, The older population of San Francisco is projected to increase nearly by half (49%) from 1990 to 2010; and,

WHEREAS, The growth of the "old-old" (85 and older) is projected to increase by 174.2% in San Francisco by 2010; and,

WHEREAS, Gender disparity increases most notably among people 85 and older, so the resulting population of women generally has fewer resources and may live alone; and,

WHEREAS, The number of persons with HIV and other disabilities are increasing because medical advances help people live longer; and,

WHEREAS, People of color account for 53% of the over-55 population, and projections indicate that the ethnic diversity of the older population will continue to grow; and,

WHEREAS, If given the choice, seniors and people with disabilities generally prefer to live at home or in culturally sensitive, neighborhood-based, non-institutional settings whenever possible; and,

WHEREAS, The Americans with Disabilities Act (ADA) ensures the civil rights of people with disabilities to receive appropriate community-based services so they can participate fully in their communities and neighborhoods; and,

WHEREAS, Because San Francisco currently faces a shortage of quality institutional care services, and this shortage is projected to increase dramatically in the next decade, the need for developing home and community-based long term care is more important than ever; and,

WHEREAS, There is not enough home and community-based care to meet the current or projected need; and,

13/99
grh

WHEREAS, 518 people will be using supportive housing in the year 2000, and by the year ~~2010 a projected 7000 people will need supportive housing~~ 2020 San Francisco will need 6,500 more supportive housing units; and,

WHEREAS, Current funding of long term care services is primarily focused on institutional care and does not adequately address the needs of those individuals who do not want or need institutional care or for whom home or non-institutional care is more appropriate and cost effective; now, therefore, be it

RESOLVED, That the Board of Supervisors supports developing alternatives to institutional care for seniors and people with disabilities, as well as developing sufficient institutional care; and be it

FURTHER RESOLVED, That the Board of Supervisors will help develop these alternatives by working formally with relevant policy-making bodies to improve and expand homecare services, and to develop affordable, accessible supportive housing so that seniors and others will have a full range of alternatives.

City and County of San Francisco

Tails

Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 990411 **Date Passed:**

Resolution supporting the development of alternatives to institutional care for seniors and people with disabilities.

April 19, 1999 Board of Supervisors — ADOPTED

Ayes: 9 - Ammiano, Becerril, Bierman, Brown, Katz, Kaufman, Leno, Yaki, Yee
Absent: 2 - Newsom, Teng

File No. 990411

I hereby certify that the foregoing Resolution was ADOPTED on April 19, 1999 by the Board of Supervisors of the City and County of San Francisco.

Gloria L. Young

Gloria L. Young
Clerk of the Board

APR 30 1999

Date Approved

Mayor Willie L. Brown Jr.

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2
/27/00

City and County of San Francisco
Meeting Minutes
Public Health and Environment Committee

Members: Supervisors Sue Bierman, Amos Brown and Michael Yaki

City Hall
1 Dr. Carlton B.
Goodlett Place
San Francisco, CA
94102-4689

Acting Clerk: Deborah Muccino

January 27, 2000 **1:00 PM** **City Hall, Room 263**

Regular Meeting

Members Present: Sue Bierman, Amos Brown, Michael Yaki.

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MEETING CONVENED

The meeting convened at 1:03 p.m.

CONSENT AGENDA

All matters listed hereunder constitute a Consent Agenda, are considered to be routine and will be acted upon by a single roll call vote of the Committee. There will be no separate discussion of these items unless a member of the Committee so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.

000015 **[Grant funds for HIV/AIDS study designed to determine whether immunization with HIV vaccine protects at-risk persons from acquiring HIV infection]**

Resolution authorizing the Department of Public Health, Population Health and Prevention Division, HIV Research Section, to accept retroactively and expend a grant in the amount of $211,587 from the Public Health Foundation Enterprises, Inc. on the conduct and evaluation of ongoing Phase III HIV vaccine efficacy trials and to enter into an agreement which includes an indemnification clause and which does not include patent infringement indemnification and false claims clauses; providing for ratification of action previously taken. (Department of Public Health)

1/3/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this item be calendard at the January 27, 2000 meeting.

RECOMMENDED..

000086 **[Transfer of State General Funds to the County Mental Health Directors Association to provide early periodic screening, diagnosis and treatment services in fiscal year 1999-2000]**

Supervisor Newsom

Resolution endorsing the transfer of State General Funds from the State to the California Mental Health Directors Association for a contract to provide services to foster care and other Medi-Cal eligible children placed outside of San Francisco. (Department of Public Health)

1/12/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

RECOMMENDED..

000106 **[Grant funds to be used by PUC-Hetch Hetchy for energy management activities in San Francisco]**

Resolution authorizing the General Manager of the Public Utilities Commission to apply for, accept and expend a grant of $75,000 from the U.S. Department of Energy and the Urban Consortium Energy Task Force; ratifying action previously taken. (Public Utilities Commission)

1/18/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this matter be calendared at the January 27, 2000 meeting.

RECOMMENDED..

The foregoing items were acted upon by the following vote:

Ayes: 3 - Bierman, Brown, Yaki

Severed from Consent Agenda

000070 **[New grant to be used by Public Health to develop a comprehensive evaluation plan for substance abuse prevention treatment services]**

Resolution authorizing the Department of Public Health, Population Health and Prevention, Community Mental Health Services, to accept retroactively and expend a grant in the amount of $246,423 from the Department of Health and Human Services, SAMHSA, for the San Francisco Practice/Research Collaborative Project and to enter into an agreement which does not include patent infringement indemnification and false claims clauses; providing for ratification of action previously taken. (Department of Public Health)

1/10/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this matter be calendared at the January 27, 2000 meeting.

Heard in Committee. Speaker: Severin Campbell, Budget Analyst's Office. Amended on page 2, line 2, by replacing "21.19" with "21.21."

AMENDED.

RECOMMENDED AS AMENDED.. by the following vote:

Ayes: 3 - Bierman, Brown, Yaki

000100 **[New grant to promote healthy eating and physical activity among lower income San Franciscans receiving food stamps, especially women, children and students in 3 local high schools]**

Resolution authorizing the Department of Public Health, Population Health and Prevention Division, Community Health Services, to accept and expend grant funds of $158,395 from the California Department of Health Services to provide the Nutrition Network Project and to enter into an agreement which includes indemnification and rights in data clauses and which does not include patent infringement indemnification and false claims clauses. (Department of Public Health)

1/18/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this matter be calendared at the January 27, 2000 meeting.

Speakers: None. Amended on page 1, lines 4 and 20, after "accept." by adding "retroactively." Further amended on page 2, line 8, by replacing "21.19" with "21.21."

AMENDED.

Resolution authorizing the Department of Public Health, Population Health and Prevention Division, Community Health Services, to accept, retroactively, and expend, retroactively, grant funds of $158,395 from the California Department of Health Services to provide the Nutrition Network Project and to enter into an agreement which includes indemnification and rights in data clauses and which does not include patent infringement indemnification and false claims clauses. (Department of Public Health)

RECOMMENDED AS AMENDED.. by the following vote:

Ayes: 3 - Bierman, Brown, Yaki

REGULAR AGENDA

000059 **[Alternatives to institutional care for Seniors/people with disabilities progress report]**

Supervisor Bierman

Hearing to follow Resolution No. 336-99, alternatives to institutional care for Seniors/people with disabilities, to consider progress made by City Departments in developing supportive housing alternatives to institutional care.

1/10/00, RECEIVED AND ASSIGNED to Housing and Social Policy Committee.

1/19/00, TRANSFERRED to Public Health and Environment Committee.

Heard in Committee. Speakers: Anthony Wagner, Executive Administrator, Community Health Network of San Francisco, Department of Public Health; Mary Louise Fleming, Long-Term Care Administrator, Community Health Network of San Francisco, Department of Public Health; Will Lightbourne, Executive Director, Department of Human Services; Daryl Higashi, Director, Mayor's Office of Housing; Walter Park, Director, Mayor's Office on Disability; Darrick Lam, Deputy Director, Commission on the Aging; Donna Calame, Director, In-Home Supportive Services Public Authority; Norma Satten, Planning for Elders in the Central City; Ricardo Leons, Board Member, Planning for Elders in the Central City; Luis Calderon, Planning for Elders in the Central City; Jana Overbo, Independent Living Resource Center; Mitch Jeserich; Vera Haile; Ruth Miller; Peggy Coster; Bernie Rush, Senior Central District 4; Regina Brinkman (speaking for herself and Nyri Scanlon); Bruce Allison; Benson Nadell, Director, Long Term Care Ombudsman Program, Family Service Agency of San Francisco; Wende Chan, Advisory Council to the Commission on the Aging.

CONTINUED TO CALL OF THE CHAIR by the following vote:

Ayes: 3 - Bierman, Brown, Yaki

ADJOURNMENT

The meeting adjourned at 2:53 p.m.

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27/00

Susan Hom
Government Documents Section
Main Library

CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET ANALYST

1390 Market Street, Suite 1025, San Francisco, CA 94102 (415) 554-7642
FAX (415) 252-0461

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January 24, 1999

TO: Public Health and Environment Committee

FROM: Budget Analyst

SUBJECT: January 27, ~~1999~~ 2000 Public Health and Environment Committee Meeting

Item 1 - File 00-0015

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, Population Health and Prevention Division, HIV Research Section, to accept retroactively and expend a grant in the amount of $211,587 from the Public Health Foundation Enterprises, Inc., a nonprofit agency, on the conduct and evaluation of on-going Phase III HIV Vaccine Efficacy Trials. This resolution states that the subject grant does include an indemnification clause. Additionally, the resolution states that the subject grant would not include patent infringement indemnification and false claims clauses. The resolution also provides for ratification of action previously taken.

Grant Period: September 30, 1999 through September 29, 2003 (four years)

Grant Amount: $211,587 (first year)

Source of Funds: Public Health Foundation Enterprises, Inc.

Matching Funds: None required

Indirect Costs: $29,184

Budget: The summary budget for the first year of the subject grant is as follows:

Salaries and Fringe Benefits	$167,863	
Other*	14,540	
Total Direct Costs		182,403
Indirect Costs		29,184
Total Costs		$211,587

* According to Mr. Paul O'Malley of DPH, 150 study participants are reimbursed at the rate of $10 to $25 per clinic visit, depending on the length of the visit[1], for approximately 7 visits per participant per year, resulting in total estimated costs of $14,540.

Attachment I, provided by DPH, contains details to support the summary budget above.

Description: The proposed resolution would authorize DPH to accept and expend the first year of a four-year grant. The subject grant funds a study, conducted by DPH, to determine whether immunization with HIV vaccine protects at-risk persons from acquiring HIV infection. The study is a randomized, placebo controlled, multi-centered trial with a local enrollment of a minimum of 150 HIV-seronegative adult volunteers. Additionally, grant funds would be used to conduct an ancillary study on the various aspects of conducting and evaluating HIV vaccine trial-related activities, with a primary focus on epidemiologic, clinical, laboratory, and social-behavioral research. The name of the vaccine product used in this trial is "Bivalent AIDSVAX".

Comment: 1. According to Mr. O'Malley, Public Health Foundation Enterprises, Inc. has received funding from the Federal Centers for Disease Control and Prevention (CDC) to conduct an HIV vaccine efficacy clinical trial study. The subject grant, provided by Public Health Foundation Enterprises, Inc. to DPH, would be part of the funding provided by CDC to Public Health Foundation Enterprises, Inc.

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[1] Some visits are longer due to vaccinations and medical examination.

2. Mr. O'Malley states that the subject grant would be used to partially fund six existing DPH positions, as shown in Attachment I.

3. Mr. O'Malley reports that the resolution is retroactive because DPH has accepted the grant. However, according to Mr. O'Malley, no funds have been expended.

4.The proposed resolution would waive: (a) the requirement contained in Sections 6.21 and 21.19 of the City's Administrative Code that the agreement include an indemnification of the City by the CDC for the infringement of patent rights; and (b) the requirement contained in Section 6.57(c) of the City's Administrative Code that the Agreement include a paragraph reciting the false claim provisions contained in Section 6.57(a) of the City's Administrative Code. According to Ms. Paula Jesson of the City Attorney's Office, these requirements apply when the City purchases goods or services, not when the City receives funds from a grant. Therefore, Ms. Jesson advises that the waivers in this case are standard and pose minimal risk to the City.

5. According to Ms. Jesson, the indemnification clause in the contract was reviewed by the City Attorney, and approved by Keith Grand, City Risk Manager.

6. Attachment II is the Grant Application Information Form, provided by DPH.

7. DPH has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

8. The proposed resolution contains a provision that authorizes the Director of Health to enter into similar agreements with Public Health Foundation Enterprises, Inc. if the grant recurs or is renewed, without first obtaining Board of Supervisors approval. As noted above,

the subject grant in the amount of $211,587 is the first year of a four-year grant.

Recommendation: Approval of the proposed resolution is a policy matter for the Board of Supervisors since this resolution authorizes the Director of Health to enter into future agreements, similar to the subject agreement, if the grant recurs or is renewed, without obtaining subsequent approval by the Board of Supervisors.

Attachment I
Page 1 of 4

BUDGET SUMMARY

Salaries	$ 134.290
Fringe Benefits	$ 33.573
Travel	$ 0
Equipment	$ 0
Supplies	$ 0
Contractual Services	$ 0
Other	$ 14.540
Total Direct Costs	$ 182.403
Indirect Costs	$ 29.184
Total	$ 211.587

San Francisco Department of Public Health (SFDPH)
Community Health Promotion and Prevention Branch
HIV Research

TASK I: HIV VACCINE EFFICACY TRIAL
TASK II: DESIGN HIV VACCINE-RELATED ANCILLARY STUDIES
BUDGET JUSTIFICATION

A. PERSONNEL
B. MANDATORY FRINGE

1. 0.40 2232 Chief. HIV Research Section. and Principal Investigator:
Susan Buchbinder. MD.
Salary $44.695
Mandatory Fringe Benefits (@ 25%= $11.174 $55,869

Duties of the Senior Physician Specialist are to serve as Principal Investigator with responsibilities for coordinating. supervising. and administrating all aspects of the Phase III preventive HIV vaccine trial and the design of the trial-related biomedical. laboratory. epidemiologic. social/behavioral ancillary studies. Main liaison for communicating with the Public Health Foundation Enterprise (PHFE). Centers for Disease Control and prevention (CDC). VaxGen Corporation. the University of California. San Francisco (UCSF). the City and County of San Francisco (CCSF) and other offices within the San Francisco Department of Public Health (SFDPH). other research collaborators. the local medical community. and community based organizations. Responsible for coordination of all local clinical studies and medical activities associated with this trial. Responsibilities include initiating and coordinating collaborative research efforts with basic scientists associated with this research project. In addition. the Senior Physician Specialist will perform some medical examinations. immunizations and clinical counseling of study participants.

2. 0.10 2230 Chief. HIV Clinical Studies. Project Director and Co-investigator:
Grant Colfax. MD.
Salary $2.506
Mandatory Fringe Benefits (@ 25% = $626 $3,132

Principal duties of the Physician Specialists are to serve as Project Director and Co-investigator. This position assumes direct responsibility for all epidemiological and statistical operations of the research section for this trial and the design of the trial-related biomedical. laboratory, epidemiologic. social/behavioral ancillary studies. Liaison with Public Health Foundation Enterprise and other collaborators for consultation and coordination of activities related to epidemiological data analysis. Directs all local statistical analyses of the SFDPH Phase III preventive HIV Vaccine trial, in consultation with the Principal Investigator, including analysis of demographic and behavioral risk factors for HIV infection. Supervises clinical staff and collaborates with Program and Data Managers for interaction with counseling and lab staff and implementing all analyses. The physician specialist will be responsible for overseeing the clinical evaluation and immunization of the research study participants. Oversees all aspects of data entry and data management, including design and implementation of these operations.

3. 1.00 2593 Health Program Coordinator III: Vacant
Salary $33,346
Mandatory Fringe Benefits (@ 25% = $8,337
$41,683

Principal duties for the Program Manager of the SFDPH Phase III HIV vaccine trial are directing field studies activities which includes community outreach and education, study recruitment and retention, study interviewing, investigative, counseling and administrative activities. Responsible for supervision and direction of the field duties staff. Responsible for coordination during the developmental phase of the ancillary studies associated with the AIDSVAX Phase III HIV vaccine trial. Main liaison with all supporting departments, agencies, organizations both inside and outside the Department of Public Health. Prepares monitoring and progress reports, budgets, and contracts. Supervises quality control of phlebotomy and infection control. Controls integrity of research project.

4. 0.10 2587 Health Care Worker III: Joao DeSales
Salary $3,870
Mandatory Fringe Benefits (@ 25% = $968
$4,838

Principal duties include informed consent, enrolling and retaining a minimum of 150 adult study participants at risk for HIV infection in the AIDSVAX SFDPH Phase III preventive HIV vaccine trial. Prepares for screening, interviewing, counseling and retaining for approximately eight visits per year. Performs Spanish speaking counseling for monolingual Spanish speaking participants and also spearheads outreach to Latino Community base organizations regarding this trial. Conducts venipuncture and specimen processing to numerous research laboratories. Assists in providing clinical and laboratory summaries for collaborators. Counsels of study participants includes HIV risk reduction techniques, especially in the context of participation in an HIV vaccine trial: HIV vaccine education, informed consent, and other research testing. Maintains documentation on data collected. Responsibilities for a variety of other tasks such as developing study instruments, manuals and forms: assuring that necessary supplies and equipment are available for studies, assists other counselors in conducting HIV vaccine trial.

5. 0.60 1003 IS Operator Senior: Belinda Van
Salary $24.936
Mandatory Fringe Benefits @ 25% = $6.234 $31.170

Responsible for setting up local data screens and entering research data onto microcomputers for SFDPH AIDSVAX Phase III HIV vaccine trial, including all interview, exam and screening forms and all laboratory results. Manages word processing documents for the section. Datafaxes Phase III trial data collection instruments to statistical center for this trial. Verifies and validates coded research data before computer entry: edits and checks computer output. Runs programs that generate weekly and monthly reports: written correspondence with study participants. Responsible for weekly tape back-up of all PC computers. Installs and maintains software on PC computers. Assists with slide and poster making for scientific presentations. Assists with filing and copying data collection forms. Verifies completion of consent forms.

6. 0.60 1003 IS Operator Senior: I. Lee
Salary $24.936
Mandatory Fringe Benefits @ 25% = $6.234 $31.170

Responsible for setting up local data screens and entering research data onto microcomputers for SFDPH AIDSVAX Phase III HIV vaccine trial, including all interview, exam and screening forms and all laboratory results. Manages word processing documents for the section. Datafaxes Phase III trial data collection instruments to statistical center for this trial. Verifies and validates coded research data before computer entry: edits and checks computer output. Runs programs that generate weekly and monthly reports: written correspondence with study participants. Responsible for weekly tape back-up of all PC computers. Installs and maintains software on PC computers. Assists with slide and poster making for scientific presentations. Assists with filing and copying data collection forms. Verifies completion of consent forms.

Total Personnel	
Total Salaries	$ 134.290
Total Fringe	$ 33.573
TOTAL PERSONNEL:	$ 167.863

Attachment II
Page 1 of 2

File Number:________________________

Grant Application Information Form

A document required to accompany a proposed resolution
Authorizing a Department to Accept & Expend Grant Funds

To: The Board of Supervisors
Attn. Clerk of the Board

The following describes the grant referred to in the accompanying resolution:

1. Department, Division, & Branch: Population Health and Prevention, Community Health and Safety, HIV Research Section.
2. Contact Person: Paul O'Malley. Telephone: 554-9072
3. Project Title: Conduct and Evaluation of On-Going Phase III HIV Vaccine Efficacy Trials
4. Grant Source Agency: Public Health Foundation Enterprise, Inc.
5. Type of Funds (Circle): Federal Federal-State (Pass-Through) State Local Private
6. Proposed (New/Continuation) Grant Project Summary This HIV/AIDS Phase III efficacy study is designed to determine whether immunization with HIV vaccine protects at-risk persons from acquiring HIV infection. It is a randomized, placebo controlled, multi-centered trial with a local enrollment of a minimum of 150 HIV-seronegative adult volunteers. Additional ancillary research studies will be designed and conducted on various aspects of conducting and evaluating HIV vaccine trial-related activities with a primary focus on epidemiologic, clinical, laboratory, and social-behavioral research. The name of the vaccine product used in this trial is "Bivalent AIDSVAX". Permanent civil service personnel are employed by this project and both process and outcome evaluations are planned.
7. Amount of Grant Funding Applied For: $ 211,587 for the first 12-month budget period of a proposed four year project.
8. Maximum Funding Amount Available (at time of application): $211,587 for the first 12-month budget period of a proposed four-year project; funding of subsequent years will be negotiated at a later date..
9. Required Matching Funds? (Circle): Yes No Cash In-kind

   If yes, list dollar amount and identify source of Matching Funds in Department Budget: N/A
10. Number of new positions created and funded: None
11. If new positions are created, explain the disposition of employee(s) once the grant ends: N/A
12. Are indirect costs eligible costs for this grant? (Circle): Yes No

11/19/99

If yes, please identify the amount of $s in indirect costs: $ 29,184

13. Amount to be spent on contractual services: None

14. a.) Will contractual services be put out to bid? (Circle): Yes No: N/A

b.) If so, will contract services help to further the goals of the department's MBE/WBE requirements? : N/A

15. Is this request for contracting out likely to be: One Time or Ongoing? (CircleOne) N/A

16. Term of Grant: Start-Date: 9/30/99 End-Date: 9/29/03

17. Date You Were Notified That This Funding Was Available: July 1,1999

18. Grant Application Due Date: July 23, 1999

19. Grant Funding Guidelines and Options (selected from RFP, grant announcement or appropriations legislation):

Centers for Disease Control and Prevention (CDC) Request for Proposal (RFP)
No. 1999-N-00163

20. Department Head Approval: Mitchell Katz, M.D., Director of Health
(To be obtained by Grant Manager)

Signature

11/19/99

Item 2 - File 00-0070

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, Population Health and Prevention, Community Mental Health Services, to accept retroactively and expend a grant in the amount of $246,423 from the Federal Department of Health and Human Services, Substance Abuse and Mental Health Services, for the San Francisco Practice/Research Collaborative Project. This resolution states that the grant does not include patent infringement indemnification and false claims clauses. The resolution also provides for ratification of action previously taken.

Grant Amount: $246,423

Source of Funds: Federal Department of Health and Human Services, Substance Abuse and Mental Health Services (SAMHSA)

Grant Period: October 1, 1999 through September 30, 2000 (one year)

Matching Funds: None

Indirect Costs: $3,545

Budget: The summary budget for the proposed grant is as follows:

Salaries and Benefits	$ 70,895
Operations	12,100
Contractual Services	156,283
Travel	3,600
Subtotal, Direct Costs	242,878
Indirect Costs (5 % Salaries & Benefits)	3,545
Total	**$246,423**

Attachment I, provided by DPH, contains details to support the summary budget.

Description: The proposed resolution would authorize DPH to accept retroactively and expend a $246,423 grant from SAMHSA to develop a comprehensive evaluation plan for substance abuse prevention and treatment services. One goal of the development grant would be the development of the San Francisco Practice Research Collaborative (PRC), which would be a collaborative group consisting of providers, researchers, policy makers, and community leaders. Development of the plan would take part in three phases. In Phase I, PRC would develop a needs assessment tool, through a series of PRC meetings, focus groups and a survey of providers. Phase II would include a conference for the dissemination of information and the development of infrastructure projects. Phase III would be the development of a proposal for the implementation of an evaluation plan.

Comment:

1. As noted in Attachment I, contractual services, totaling $156,283, would include (a) a subcontract in the amount with San Francisco State University (SFSU) for development of the needs assessment instrument ($10,000), (b) a subcontract with the University of California at San Francisco (UCSF) Treatment Research Center to plan an information dissemination conference ($25,423) (c) supplements to various existing DPH contractors to provide training and information sessions ($33,657), and (d) monies for transcription services, research assistance, reproduction services, and computers ($87,203). According to Dr. Alice Gleghorn of DPH, $15,000 of the $87,203 would be expended on transcription and reproduction services, and research assistance, provided in-house by DPH. Additionally, Dr. Gleghorn states that $72,203 of the $87,203 would be expended on information infrastructure, including computers, for the program.

2. According to Dr. Gleghorn, the grant funds would be used to partially fund 3 existing DPH positions as follows:

0.15 FTE 2803 Epidemiologist II	$ 9,630	
0.50 FTE 2802 Epidemiologist I	22,776	
1.00 FTE 9924 Research Intern	24,310	
Subtotal		56,716
Fringe Benefits		14,179
Total		$70,895

3. The proposed resolution would waive: (a) the requirement contained in Sections 6.21 and 21.19 of the

City's Administrative Code that the agreement include an indemnification of the City by SAMHSA for the infringement of patent rights; and (b) the requirement contained in Section 6.57(c) of the City's Administrative Code that the Agreement include a paragraph reciting the false claim provisions contained in Section 6.57(a) of the City's Administrative Code. According to Ms. Paula Jesson of the City Attorney's Office, Section 21.19 of the Administrative Code has been repealed, and therefore, reference to Section 21.19 in the proposed resolution should be deleted. Additionally, Ms. Jesson states that these requirements apply when the City purchases goods or services, not when the City receives funds from a grant. Therefore, Ms. Jesson advises that the waivers in this case are standard and pose minimal risk to the City.

4. Attachment II is the Grant Application Information Form, provided by DPH.

5. DPH has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

6. The proposed resolution contains a provision that authorizes the Director of Health to enter into similar agreements with the SAMHSA if the grant recurs or is renewed, without first obtaining Board of Supervisors approval.

Recommendations:

1. Amend the proposed resolution to delete reference to Section 21.19 of the Administrative Code, as noted in Comment No. 3.

2. Approval of the proposed resolution, as amended, is a policy matter for the Board of Supervisors because the resolution contains a provision that authorizes the Director of Health to enter into similar agreements if the grant recurs or is renewed, without first obtaining Board of Supervisors approval.

Attachment I

Bridging the Gap - Practice Research Collaboration
Budget
October 1, 1999 - September 30, 2000

	Effort	Amount	SAMHSA Line Items	Amount
Community Substance Abuse Services				
Personnel				
Principal Investigator	0.15	$9,630	Personnel	$56,716
Project Coordinator - Epidemiologist 2802	0.50	$22,776	Fringe Benefits	$14,179
Research Assistant	1.00	$24,310	Travel	$3,600
Fringe Benefits @ .25		$14,179	Equipment	$11,100
			Supplies	$1,000
Total Salaries and Benefits		$70,895	Contractural	$156,283
			Construction	$0
Operations			Other	$0
Space Rent		$0	Total Direct Charges	$242,878
Computers/SW - 3 @ $3,500		$10,500	Indirect Charges	$3,545
File Cabinets - 3 @ $200		$600	Totals	$246,423
Office Supplies and Duplication		$1,000		
Total Operations		$12,100		
Total Community Substance Abuse Services		$82,995		
Contracted Services	Detail	Amount		
Needs Assessment Subcontract:				
Subcontract to SFSU (Lisa Moore, Ph.D.)	$10,000			
Transcription Services - $500/Session, 12 PRC Meetings, 6 Focus Groups	$9,000			
Research Assistant	$4,500			
Reproduction of Project Materials/Reports	$1,500			
Total Needs Assessment Subcontract		$25,000		
KNOWLEDGE DISSEMINATION				
Forum Allocation - Subcontract to UCSF Treatment Research Center	$25,423			
PRC Knowledge Application - Project Allocation TBD by Needs Assessment and Forum	$33,657			
Total Knowledge Dissemination		$59,080		
Infrastructure Development - Project Allocation TBD by PRC Priortization		$72,203		
Total Contracted Services		$156,283		
Other Project Costs				
Travel - 2 DC / 2 Staff		$3,600		
Total Other Project Costs		$3,600		
Subtotal CSAS, Contracted Services and Other Project Costs		$242,878		
Indirect Expense @5.0% of Salaries and Benefits		$3,545		
Total Costs		$246,423		

Attachment II -
Page 1 of 2

File Number:______________________________

Grant Application Information Form

A document required to accompany a proposed resolution
Authorizing a Department to Accept & Expend Grant Funds

To: **The Board of Supervisors**
Attn. Clerk of the Board

The following describes the grant referred to in the accompanying resolution:

1. **Department:** Public Health; Population Health and Prevention; Community Substance Abuse Services.

2. **Contact Person:** Alice Gleghorn, Ph.D. Telephone: 255-3722

3. **Project Title:** The San Francisco Practice Research Collaborative

4. **Grant Source Agency:** Center for Substance Abuse Treatment (CSAT) Substance Abuse and Mental Health Services (SAMHSA)

5. **Type of Funds:** X Federal ___ Federal-State (Pass-Through) ___ State ___ Local ___Private

6. **Proposed** ([✓ New]/Continuation) **Grant Project Summary:**
The goal of the San Francisco Practice Research Collaborative (PRC) is to develop a comprehensive evaluation plan for substance abuse prevention and treatment services. The comprehensive evaluation strategies will emerge from the collaborative interaction and knowledge dissemination process that will take place between providers, researchers, policy makers and community leaders. There will be three phases in the development grant. In Phase I, the PRC will develop a comprehensive needs assessment instrument through a series of PRC meetings, focus groups and a survey of providers. Phase II of the grant will focus on knowledge dissemination and application activities via dissemination forum, application and prioritization of network infrastructure development projects. Knowledge application projects will be determined from provider interests identified during the needs assessment process. The outcome of the activities in Phase I and II will form the bases of an implementation proposal in Phase III.

7. **Amount of Grant Funding Applied for:** $246,423

8. **Maximum Funding Amount Available:** $250,000

9. **Required Matching Funds?** Yes:___ No: _ X _ Cash or In-kind: ______________________________

   If yes, list dollar amount and identify source of Matching Funds in Department Budget:

10. **Number of new positions created and funded:** Funding two existing positions (Part time)

11. **If new positions are created, explain the disposition of employees once the grant ends?**
    N/A

11/19/99

12. **Are indirect costs eligible costs for this grant?** Yes: X No:___

If yes, please identify the amount of $ in indirect costs: $3,545

13. **Amount to be spent on contractual services:** $156,283

14. a.) **Will contractual services be put out to bid?:** Yes: ___ No: X

b.) **If so, will contract services help to further the goals of the department's MBE/WBE requirements?** : N/A

15. **Is this likely to be a one-time or ongoing request for contracting out?:** One-time

16. **Term of Grant:** Start-Date: October 1, 1999 End-Date: September 30, 2000

17. **Date Department Notified of Available Funds:** September 20, 1999

18. **Grant Application Due Date:** August 11, 1999

19. **Grant Funding Guidelines and Options (selected from RFP, grant announcement or appropriations legislation):** According to standards as set forth in the Agreement, the BCRP Grant Administration Manual, and Office of Management and Budget Circulars Nos. A-122 or A-21, as applicable, and A-110.

20. **Department Head Approval:** Mitchell Katz, M.D., Director of Health

____
Signature

11/19/99

Item 3 – File 00-0086

Department: Department of Public Health (DPH)

Item: Resolution endorsing the transfer of State General Fund monies from the State to the California Mental Health Directors Association for a contract to provide services to foster care and other Medi-Cal eligible children placed outside of San Francisco.

Amount: $88,550

Source of Funds: State of California General Fund

Description: Currently, when a San Francisco child, who has been placed in foster care outside of the County of San Francisco, requires mental health services, DPH must first authorize such services. DPH then bills the State of California for the cost of these services. Each year the State projects expenditures for mental health services for such children, and allocates funds for distribution to San Francisco, to provide for reimbursement for these mental health services.

Under the proposed resolution, DPH would enter into a Statewide contract with other participating counties for the provision of mental health services to children placed in out-of-county foster care facilities. The California Mental Health Directors Association (CMHDA), a nonprofit organization comprised of mental health directors Statewide, entered into a Statewide Administrative Services Organization (ASO) contract with Value Options, a private behavioral health organization, in November of 1999, to provide mental health referral services for children placed in out-of-county foster care facilities. Under the Statewide contract with Value Options, a foster parent, requesting mental health services for a San Francisco child in an out-of-county foster care facility, would not require prior DPH authorization. Instead, the contractor, Value Options, would be authorized to provide a mental health referral to the foster parent.

Under the current system, DPH bills the State and is reimbursed for mental health services provided to children placed in out-of-county foster care facilities. Under the ASO contract, the ASO would pay the mental health provider directly for the mental health services and would receive reimbursement from CMHDA, including provider payments and administrative fees. Under the proposed resolution, San Francisco would provide to CMHDA $88,550, which is the amount of remaining funds that the State has designated for distribution to San Francisco for such services for FY 1999-2000. CMHDA would receive reimbursement for payments made to the ASO for mental health services provided to San Francisco foster children in out-of-county placement from the subject funds.

In addition, San Francisco is eligible to receive $94,670 in Federal matching funds in FY 1999-2000 for the mental health services provided to children placed in out-of-county foster care facilities.

Comment:

1. According to Ms. Sai-Ling Chan-Sew of DPH, under the current system, San Francisco children who are placed in foster care outside of San Francisco are delayed in receiving mental health services because of the difficulty of DPH in administering such services to children residing in other counties. Ms. Chan-Sew states that the purpose of transferring the subject State funds in the amount of $88,550 from the State to the CMHDA, to provide reimbursement for the subject services, is to facilitate access to mental health services for these children.

2. Ms. Chan-Sew states that the proposed transfer by DPH of State funds to the California Mental Health Directors Association would facilitate the authorization and reimbursement process for mental health services provided to children placed in out-of-county foster care facilities, and that the transfer of such funds would not result in any additional costs to San Francisco.

Recommendation: Approve the proposed resolution.

Item 4 – File 00-0100

Department:	Department of Public Health (DPH)
Item:	Resolution authorizing the Department of Public Health, Population Health and Prevention Division, Community Health Services, to accept and expend grant funds of $158,395 from the California Department of Health Services for the Nutrition Network Project. The resolution states that the subject grant includes indemnification and rights in data clauses and does not include patent infringement indemnification and false claims clauses.
Amount:	$158,395
Source of Funds:	California Department of Health Services
Grant Period:	October 1, 1999 through September 30, 2000 (See Comment No. 3)
Matching Funds:	In-kind match of $316,783 (See Comment No. 2)
Indirect Costs:	$9,124
Description:	The subject grant would fund a DPH program, targeting low-income families, to increase nutrition education and physical activity. The goals of this program are to promote healthy eating and a physically active lifestyle among lower income San Franciscans, by using social marketing techniques to reach large numbers of people. Program activities, aimed at improving knowledge and achieving behavioral changes in healthy eating and additional moderate physical activity daily, will be conducted by DPH Nutrition Services Personnel.

Budget: The proposed budget for the subject grant is as follows:

Nutritionist		
0.6 FTE 2846 - 24/hr/wk	$36,957	
Health Educator		
0.525 FTE 2822 - 21 hr/wk	32,338	
Health Worker I		
0.6 FTE 2826 – 24 hr/wk	21,940	
Assistant Health Educator		
0.2 FTE 2819 - 8 hr/wk (as needed)	9,996	
Fringe Benefits @ 22%-25%	22,825	
Subtotal Personnel		$124,056
Operating Costs		25,228
Subtotal Direct Costs		$149,284
Indirect Costs		9,111
Total		**$158,395**

Attachment I, provided by DPH, contains the budget for the total project cost of $475,178, including the grant funds of $158,395 and the matching funds of $316, 783.

Comment:

1. According to Ms. Maria LeClair of DPH, the subject grant funds would fund four positions, as noted in the summary budget above. The proposed resolution contains a provision urging the Controller to designate the positions created under the grant as “G” or grant-funded positions, which would terminate when the grant expires.

2. Ms. LeClair states that the City would provide in-kind matching funds of $316,784, as detailed in Attachment I. Ms. LeClair confirms that these matching funds were included in the DPH FY 1999-2000 Budget.

3. Ms. LeClair advises that DPH has already applied for the grant, and the grant was awarded in October 1999. As such, the proposed resolution should be amended to provide for ratification of actions previously taken.

4. The proposed resolution would waive: (a) the requirement contained in Sections 6.21 and 21.21 of the City's Administrative Code that the agreement include an indemnification of the City by the State Department of Health Services for the infringement of patent rights; and (b) the requirement contained in Section 6.57(c) of the City's Administrative Code that the Agreement include a paragraph reciting the false claim provisions contained in Section 6.57(a) of the City's Administrative Code. Ms. Paula Jesson of the City Attorney's Office states that these requirements apply when the City purchases goods or services, not when the City receives funds from a grant. Therefore, Ms. Jesson advises that the waivers in this case are standard and pose minimal risk to the City.

5. According to Ms. Jesson, Chapter 21 of the Administrative Code has been amended, and the copyright and trademark indemnification requirement, which was formally in Section 21.19, is now contained in Section 21.21. The proposed resolution should be amended to change reference to Section 21.19 of the Administrative Code to Section 21.21 of the Administrative Code.

6. Attachment II is the Grant Application Information Form, provided by DPH.

7. DPH has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

8. The proposed resolution contains a provision that authorizes the Director of Health to enter into similar agreements with the State Department of Health Services if the grant recurs or is renewed, without first obtaining Board of Supervisors approval.

Recommendations: 1. Amend the proposed resolution to provide for ratification of actions previously taken, in accordance with Comment No. 3 above.

2. Amend the proposed resolution to change reference to Section 21.19 of the Administrative Code to Section 21.21 of the Administrative Code, in accordance with Comment No. 5 above.

3. Approval of the proposed resolution, as amended, is a policy matter for the Board of Supervisors because the resolution contains a provision that authorizes the Director of Health to enter into similar agreements if the grant recurs or is renewed, without first obtaining Board of Supervisors approval.

Attachment I

Network Grant Budget Summary **01/24/2000**

Cost Category	**CA DHS**	**SF DPH** In-Kind	**Total Cost**
Salaries	$ 101,231.69	$ 120,018.22	$ 221,249.91
Fringe Benefits	$ 22,824.62	$ 31,204.74	$ 54,029.36
Total Personnel	$ 124,056.31	$ 151,222.96	$ 275,279.27
Space (Rent)	$ 5,254.00	$ 20,560.68	$ 25,814.68
Printing/Duplication	$ 5,000.00		$ 5,000.00
Postage	$ 2,000.00		$ 2,000.00
Telephone	$ 1,000.00		$ 1,000.00
Equipment	$ 4,500.00		$ 4,500.00
Travel	$ 3,000.00		$ 3,000.00
Incentives/food demo.	$ 4,473.53		$ 4,473.53
Indirect Cost	$ 9,111.16	$ 145,000.00	$ 154,111.16
Total	**$ 158,395.00**	**$ 316,783.64**	**$ 475,178.64**

The cost of in-kind activities is the cost of other nutrition programs that are already providing nutrition and physical activity information. This cost has been broken down to show the CA Department of Health Services that these activities are being carried out in the SF DPH. The Network Grant does not in any way, replace these activities. The Network Grant activities will enhance the message of the importance of nutrition and physical activity in the community. This grant does not allow the use of Network funds to pay for existing services.

File Number:________________________

Grant Application Information Form

A document required to accompany a proposed resolution
Authorizing a Department to Accept & Expend Grant Funds

To: The Board of Supervisors
Attn. Clerk of the Board

The following describes the grant referred to in the accompanying resolution:

1. Department: Population Health and Prevention; Community Health Services, Children, Youth, and Families Section.

2. Contact Person: Maria R. LeClair, Director, Nutrition Services Telephone: 577-9906.

3. Project Title: Nutrition Network Project

4. Grant Source Agency: California Department of Health Services *Nutrition Network*.

5. Type of Funds: __ Federal _x_ Federal-State (Pass-Through) _x-- State __ Local __Private

6. Proposed (New/Continuation) Grant Project Summary: Funding Year: October 1, 1999 to September 30, 2000. Target groups: Foodstamp recipients, Women, Infants, & Children (WIC) participants and students in 3 local high schools. A project to increase nutrition education and physical activity targeted to California's under-served populations. The goals of the project are to promote healthy eating and a physically active lifestyle among lower income San Franciscans by using social marketing techniques to reach large numbers of people. Clients will receive incentives to participate in more intense activities aimed at improving knowledge and achieving behavioral changes in healthy eating and additional moderate physical activity daily. Intervention will be conducted by part-time DPH Nutrition Services personnel and through an existing contractor (Bayview Hunter's Point Foundation).

7. Amount of Grant Funding Applied for: $158,395

8. Maximum Funding Amount Available: The *Nutrition Network* will match up to 50% of existing general fund money spent on nutrition and physical activity education.

9. Required Matching Funds? Yes:_x__ No: __Cash or In-kind:_In-kind________________

If yes, list dollar amount and identify source of Matching Funds in Department Budget: Matching salaries of .85 FTE Director of Nutrition Services, .2 FTE each of 4 Outpatient Nutritionists = $151,223, rent for office space = $20,566, Indirect Costs of the WIC Program that the County absorbs and indirect costs for staff whose salaries are being matched by USDA= $145,000. All is general fund money being matched at 50% by the *Nutrition Network*.

10. Number of new positions created and funded: Part-time FTEs #2846 Nutritionist, #2822 Health Educator, and a #2826 Health Worker II.

11. If new positions are created, explain the disposition of employees once the grant ends: We expect this to be a recurrent grant. The employees will be hired knowing that these are grant-funded positions and that grant may not be permanent. In addition, need for increased demand for nutrition services exists in programs such as WIC and in outpatient nutrition counseling. If needed, this personnel could be transferred to vacant positions.
12. Are indirect costs eligible costs for this grant? Yes: X No:___

If yes, please identify the amount of $ in indirect costs: $9,124 ~~$9,[illegible]~~ based on 8 % ~~10%~~ of salaries of: .6 FTE Nutritionist, .6 FTE Health Educator, and .5 FTE Health Worker II. An additional $500 from 5% of contract to Bayview Hunter's Point Foundation.

13. Amount to be spent on contractual services: ~~$10,000~~ $9,997

14. a.) Will contractual services be put out to bid?: Yes: __ No: X

b.) If so, will contract services help to further the goals of the department's MBE/WBE requirements? : The $10,000 will be included in the Mental Health subcontract with Bayview Hunter's Point Foundation. We currently have a contract with Bayview Hunter's Point Foundation for Food On the Run Personnel (a project of DPH Nutrition Services) through Mental Health. The Nutrition Network Project will enhance and augment activities that are currently being implemented in Food On the Run Project. Same personnel anticipated but will augment existing contract.

15. Is this likely to be a one-time or ongoing request for contracting out?: On going.

16. Term of Grant: Start-Date: October 1, 1999End-Date: September 30, 2000

17. Date Department Notified of Available Funds: 4/1/99

18. Grant Application Due Date: 4/23/99

19. Grant Funding Guidelines and Options (selected from RFP, grant announcement or appropriations legislation): The program provides additional funding to qualifying agencies for nutrition education activities delivered as part of the State's healthy eating campaign. The program does not allow the use of matching funds to pay for existing activities. The activities provided with the program funds must be in addition to existing programs. Maintain adequate financial records consistent with generally accepted accounting practices and to retain such records for at least four years after the conclusion of the grant period.

20. Department Head Approval: Mitchell Katz. M.D., Director of Health

____
Signature

Item 5 – File 00-0106

Department: Public Utilities Commission
Hetch Hetchy Water & Power (Hetch Hetchy)
Bureau of Energy Conservation

Item: Resolution authorizing the General Manager of the Public Utilities Commission (PUC) apply for, accept, and expend a grant of $75,000 from the U.S. Department of Energy and the Urban Consortium Energy Task Force. The resolution would ratify actions previously taken.

Amount: $75,000

Source of Funds: Urban Consortium Energy Task Force (through grant funding from the U.S. Department of Energy)

Grant Period: October 1999 - December 2000 (See Comment No.1)

Matching Funds: In kind match of $74,150 (See Comment No.2)

Indirect Costs: Indirect costs would be waived (See Comment No.3)

Project: Implementation Tools for Municipal Energy Retrofits

Description: The proposed resolution would authorize the General Manager of the PUC to apply for, accept, and expend $75,000 in grant funding from the Energy Task Force of the Urban Consortium for Technology Initiatives. The Urban Consortium is composed of members from the 60 largest (by population) cities and urban counties in the United States. The members of the Energy Task Force design annual projects to (1) develop innovative energy management programs, and (2) transfer energy technologies to Energy Task Force members with the goal of improving the mix and efficiency of energy use in local government operations and for the community as a whole.

The programs are funded by the U.S. Department of Energy through an annual grant made available to the Energy Task Force. According to Mr. Bruce Chamberlain of Hetch Hetchy's Bureau of Energy Conservation, San Francisco has received over $1.5 million in grant funding from the Urban Consortium Energy Task Force for local energy management activities in recent years. The subject grant of $75,000, together with the matching funds of $74,150, would support a total project cost of $149,150.

The overall purpose of the Implementation Tools for Municipal Energy Retrofits Project is to improve the Bureau of Energy Conservation's project management of its $10 million program to retrofit the City's 100 largest municipal facilities.

The proposed Implementation Tools for Municipal Energy Retrofits project would develop implementation support tools. These support tools would include developing: (a) new or modified building energy auditing; (b) improved retrofit project monitoring; (c) processes to verify that retrofit projects are completed; (d) and procedures to ensure equipment needed for the retrofit projects function properly.

Budget: The proposed budget for this grant is as follows:

	Grant Funds	Hetch Hetchy's Bureau of Energy Conservation In-Kind Match	Total
Personnel			
Project Director	$0	$6,000	$6,000
Project Manager (Sr. Energy Specialist)	15,800	6,000	21,800
Assistant Energy Specialist	13,200	5,000	18,200
Energy Specialist	17,000	8,000	25,000
Clerical	0	8,000	8,000
Total Salaries	$46,000	$33,000	$79,000
Fringe Benefits	11,500	8,250	19,750
Total Personnel	$57,500	$41,250	$98,750
Travel	$7,200	$0	$7,200
Subscriptions	700	0	700
Printing	0	100	100
Tech. Meetings	0	500	500
Consultants (See Comment No. 4)	0	25,000	25,000
Telephone	0	200	200
Postage	100	100	200
Supplies	300	400	700
Indirect Costs	9,200	6,600	15,800
Subtotal	$17,500	$32,900	$50,400
TOTAL	$75,000	$74,150	$149,150

Comments:

1. Mr. Chamberlain advises that the PUC has already applied for the grant, and the grant was awarded in June of 1999. As such, the proposed resolution provides for ratification of actions previously taken.

2. Mr. Chamberlain reports that Hetch Hetchy would provide in-kind matching costs of $74,150. Mr. Chamberlain confirms that these in-kind matching funds were included in the PUC's FY 1999-2000 budget.

3. Hetch Hetchy requests that the indirect costs of $9,200 be waived in order that all costs be applied to the programs.

4. Mr. Chamberlain advises that Hetch Hethcy is obtaining consultants through a Request for Proposal (RFP) process for needed energy engineering services.

5. The Attachment to this report is the Grant Application Information Form, provided by Hetch Hetchy's Bureau of Energy Conservation.

6. The PUC has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

Recommendation: Approve the proposed resolution.

Harvey M. Rose

cc: Supervisor Bierman
Supervisor Brown
Supervisor Yaki
President Ammiano
Supervisor Becerril
Supervisor Katz
Supervisor Kaufman
Supervisor Leno
Supervisor Newsom
Supervisor Teng
Supervisor Yee
Clerk of the Board
Controller
Legislative Analyst
Matthew Hymel
Stephen Kawa
Ted Lakey

Grant Application Information Form
Page 1

File Number:____________________

Grant Application Information Form

A document required to accompany a proposed resolution
Authorizing a Department to Accept & Expend Grant Funds

TO: **The Board of Supervisors**
Attn: Clerk of the Board

The following describes the grant referred to in the accompanying resolution:

1. Department: Hetch Hetchy Water & Power/Bureau of Energy Conservation
2. Contact Person: Bruce Chamberlain Telephone: (415) 554-3177
3. Project Title: Implementation Tools for Municipal Energy Retrofits
4. Grant Source Agency: Urban Consortium Energy Task Force
5. Type of Funds: X Federal __ Federal-State (Pass-Through)__ State __Local __Private
6. Proposed (New) Grant Project Summary:

This latest Energy Task Force grant funding proposals is an application for grant funds to assist in the development of project implementation support tools appropriate to municipal energy retrofits. The Bureau of Energy Conservation (BEC) has identified opportunities to reduce project costs and increase savings in energy retrofit projects through the use of these tools.

Maximize energy conservation opportunities requires the development of new or modified building energy auditing, improved project monitoring, processes to verify that projects are installed as designed; and the commissioning of completed projects to ensure equipment operates as specified. These and other implementation tools will help ensure that the BEC can deliver the need services in the most cost-effective manner. Each tool will be tested in up-coming energy retrofit projects.

7. Amount of Grant Funding Applied for: $75.000
8. Maximum Funding Amount Available: $75.000
9. Required Matching Funds: Yes: X No:___/Cash or In-kind? In-Kind

Grant Application Information Form
Page 2

If yes, list dollar amount and identify source of Matching Funds in Department Budget: Associated with existing ongoing projects-PUC/HH/BEC operating budget.

10. Number of Positions created/funded: 1.5 FTE approx. This grant would fund the continuation of existing positions which are listed as off-budget in the Salary Ordinance. No new positions are being created as a result of this grant.

11. If new positions are created, explain the disposition of employees once the grant ends?

N/A

12. Are indirect costs eligible costs for this grant? Yes: X No: ___

If yes, please identify the amount of $ in indirect costs? ~~$20,700~~ $9,200 BW

13. Amount to be spent on contractual services:

14. a.) Will Contractual Services be put out to Bid? N/A

b.) If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A

15. Is this likely to be a one-time or ongoing request for contracting out? N/A

16. Term of Grant: Start-Date: October 1999 End-Date: December 2000

17. Date Department Notified of Available Funds: June 1999

18. Grant Application Due Date: April 1999

19. Grant Funding Guidelines and Options (selected from RFP, grant announcement or appropriations legislation):

The Urban Consortium energy Task Force

The Urban Consortium Energy Task Force (UCETF) has the formal mission to develop, apply and transfer and commercialize practical technologies and advanced management techniques that aid effective energy management in America's major cities and urban counties. The participants in UCETF programs endeavor to improve the mix and efficiency of energy use both in local government operations and for the community as a whole.

Grant Application Information Form
Page 3

The program concentrates on three general objectives as defined by the Urban Consortium membership:

Definition of urban energy problem(s) - identifying critical and common urban needs in energy management and technology that can be addressed through projects led by city or county staff.

Support for problem resolution - developing and adapting innovative technology and advanced management practices that enhance local staff capabilities to improve financial management and increase effective private public cooperation, and

Transfer and/or commercialization of successful results - evaluating results to generalize, combine and consolidate those results for transfer, commercialization and replication in other cities and counties.

These objectives guide the program's strategic direction and funding priorities. Project proposals will be selected for the 1999-2000 program through an extensive peer review process that will assure consistency with these objectives.

20. Department Head Approval: JOHN F. DEAKIN DIRECTOR
(Name) (Title)

J. F. Deakin
(Signature)

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City and County of San Franci
Meeting Minutes
Public Health and Environment Co

Members: Supervisors Sue Bierman, Amos Brown anc

Acting Clerk: Deborah Muccino

GOVERNMENT DOC SECTION
Main Library

February 10, 2000 **1:00 PM** **City Hall, Room 263**

Regular Meeting

Members Present: Sue Bierman, Michael Yaki.

Members Absent: Amos Brown.

REGULAR AGENDA

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Meeting Convened

Meeting convened at 1:04 p.m.

000135 **[State grant fund to be used for installing rubber matting made from recycled tires in playgrounds in San Francisco.]**

Resolution authorizing the Mayor's Office of Community Development to apply, accept and expend, up to $25,000 in Tire Recycling Grant Funds from the California Integrated Waste Management Board (CIWMB); waiving indirect costs. (Mayor)

1/19/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee. Speaker: John Pon, Mayor's Office of Community Development.

RECOMMENDED.. by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Brown

000136 **[Authorizing DPH to accept and expend a grant from Harvard to establish an active firearm injury-related surveillance program]**

Resolution authorizing the Department of Public Health, Population Health and Prevention, Community Health Promotion and Prevention, to accept retroactively and expend a grant in the amount of $48,649 from the President and Fellows of Harvard College, Office for Sponsored Research (Harvard), for the Violent Injury Research Project: San Francisco Firearm Injury Surveillance System and to enter into an agreement which includes indemnification, binding arbitration, and rights in data clauses and which does not include patent infringement indemnification and false claims clauses; providing for ratification of action previously taken. (Department of Public Health)

1/19/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this matter be calendared at the February 10, 2000 meeting.

Heard in Committee. Speakers: Larry Meredith, Department of Public Health; Severin Campbell, Budget Analyst's Office. Amended on page 2, line 10, change section "21.19" to "21.21" and on page 2, lines 13 and 14, change section "6.57" to "21.35".

AMENDED.

RECOMMENDED AS AMENDED.. by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Brown

000176 **[Authorizing DPH to enter into a subcontract agreement with UC Berkeley to provide data and consultation in connection with mental health services research]**

Resolution authorizing the Department of Public Health, Population Health and Prevention, Community Mental Health Services, to enter into a subcontract in the amount of $4,652 with the University of California (Berkeley), the primary contractor, to provide data and consultation for a study of the cultural appropriateness of the instruments and approaches being used by community mental health services to measure performance indicators, client outcomes, and satisfaction which does not include patent infringement indemnification and false claims clauses; waiving indirect costs. (Department of Public Health)

1/25/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee: Speakers: Bill McConnell, Department of Public Health; Severin Campbell, Budget Analyst's Office. Amend the title on page 1 line 4, after enter add "retroactively". On page 2 line 11, after enter add "retroactively". On page 2 line 18, change section "21.19" to "21.21". On page 2 lines 22 and 24, change section "6.57" to "21.35".

AMENDED.

Resolution authorizing the Department of Public Health, Population Health and Prevention, Community Mental Health Services, to enter retroactively into a subcontract in the amount of $4,652 with the University of California (Berkeley), the primary contractor, to provide data and consultation for a study of the cultural appropriateness of the instruments and approaches being used by community mental health services to measure performance indicators, client outcomes, and satisfaction which does not include patent infringement indemnification and false claims clauses; waiving indirect costs. (Department of Public Health)

RECOMMENDED AS AMENDED by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Brown

ADJOURNMENT

The Meeting adjourned at 1:10 p.m.

Susan Hom
Government Documents Section
Main Library

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CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET ANALYST
1390 Market Street, Suite 1025, San Francisco, CA 94102 (415) 554-7642
FAX (415) 252-0461

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February 7, 2000

TO: Public Health and Environment Committee

FROM: Budget Analyst

SUBJECT: February 10, 2000 Public Health and Environment Committee Meeting

Item 1 - File 00-0135

Department:	Mayor's Office of Community Development
Item:	Resolution authorizing the Mayor's Office of Community Development to apply for, accept, and expend up to $25,000 in Tire Recycling Grant Funds from the California Integrated Waste Management Board (CIWMB); waiving indirect costs.
Grant Amount:	Not to exceed $25,000
Grant Period:	June 1, 2000 through April 1, 2002 (22 months)
Source of Funds:	California Integrated Waste Management Board (CIWMB)
Project:	Tire Recycling Grant Program
Description:	State Assembly Bill 1843 provides grants to local governments to foster new business enterprises that divert used tires from landfill disposal through recycling.

The California Integrated Waste Management Board (CIWMB) administers the program.

In 1999, the Mayor's Office of Community Development (MOCD) received a $25,000 grant from CIWMB to purchase safety rubber matting, made from recycled tires, for five playgrounds in the City (File No. 99-0604). The work was conducted by the San Francisco Conservation Corps (SFCC), a non-profit organization, as part of SFCC's larger contract with MOCD to improve public spaces and provide jobs and education to the City's youth. According to Mr. Pon of MOCD, MOCD selected SFCC for this larger contract, totaling $1,153,715, through a Request for Proposal (RFP) process for 1999 Community Development Block Grant (CDBG) funds. One SFCC project funded by these CDBG grant funds is restoring and building new playgrounds in the City.

MOCD met the CIWMB grant's required matching costs of $25,000 by using the CDBG funds already allocated to SFCC. The matching funds of $25,000 combined with the grant funds of $25,000 brought the total project budget to $50,000. This $50,000 in funds allowed SFCC to buy safety rubber matting for five of the playgrounds it planned to build or restore.

The proposed resolution authorizes MOCD to apply for, accept and expend an additional $25,000 from CIWMB for purchasing safety rubber matting for five additional playground sites in the City. Mr. Pon anticipates that the $25,000 in required matching funds will be allocated to SFCC as part of the City's 2000 CDBG program, resulting in a total project cost of $50,000. SFCC will use this $50,000 to buy rubber safety matting for five of the playgrounds it plans to build or restore. Mr. Pon advises that the five playground sites have not yet been identified.

Budget: The budget for this $50,000 project is as follows:

Playground Matting (6,250 sq. feet at $8.00 per sq. foot)	$50,000
Total Budget	$50,000

According to Mr. Pon, SFCC will use CDBG funds allocated for SFCC's larger project of building and restoring playgrounds to cover the cost of installing the rubber matting, as well as the cost of any related administration. Mr. Pon anticipates that MOCD will allocate these funds to SFCC through the City's 2000 CDBG program.

Matching Funds: $25,000

Indirect Costs: Indirect costs would be waived (See Comment No.1)

Comments: 1. Indirect Costs would be waived because the CIWMB does not allow for indirect costs in this grant.

2. The Attachment to this report is a Grant Application Information Form, provided by MOCD.

3. MOCD has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

Recommendation: Approve the proposed resolution.

Attachment
Page 1 of 2

File Number: ____________________

Grant Application Information Form

A document required to accompany a proposed resolution
Authorizing a Department to Accept & Expend Grant Funds

To: **The Board of Supervisors**
Attn. Clerk of the Board

The following describes the grant referred to in the accompanying resolution:

1. Department: MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT

2. Contact Person: JON PON Telephone: 252-3152

3. Project Title: TIRE RECYCLING GRANT PROGRAM

4. Grant Source Agency: CALIF. INTEGRATED WASTE MANAGEMENT BOARD

5. Type of Funds: __ Federal __ Federal-State (Pass-Through) X State __ Local __ Private

6. Proposed (New / Continuation) Grant Project Summary:

INSTALLATION OF RUBBER MATTING MADE FROM RECYCLED TIRES IN PLAYGROUNDS LOCATED IN THE CITY AND COUNTY OF SAN FRANCISCO.

Controller's additional note: grant application not submitted and award not received yet. This resolution is required by funder to accompany the application. -Leo Levenson
Controller's Grants Unit

7. Amount of Grant Funding Applied for: UP TO $25,000

8. Maximum Funding Amount Available: $25,000

9. Required Matching Funds? Yes: X No: ___ / Cash or In-kind? ____________

If yes, list dollar amount and identify source of Matching Funds in Department Budget:
$25,000 IN COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

10. Number of new positions created and funded: N/A

11. If new positions are created, explain the disposition of employees once the grant ends?

N/A

12. Are indirect costs eligible costs for this grant? Yes: ____ No: X

If yes, please identify the amount of $ in indirect costs? ____________

13. Amount to be spent on contractual services: $25,000

14. a.) Will contractual services be put out to bid? YES

b). If so, will contract services help to further the goals of the department's MBE/WBE requirements? ____________

15. Is this likely to be a one-time or ongoing request for contracting out? ONE TIME

16. Term of Grant: Start-Date: JUNE 1, 2000 End-Date: APRIL 1, 2002

17. Date Department Notified of Available Funds: OCTOBER 1999

18. Grant Application Due Date: FEBRUARY 18, 2000

19. Grant Funding Guidelines and Options (selected from RFP, grant announcement or appropriations legislation):

20. Department Head Approval: PAMELA H. DAVID (Name) DIRECTOR (Title)

(Signature)

Item 2 - File 00-0136

Department: Department of Public Health

Item: Resolution authorizing the Department of Public Health, Population Health and Prevention, Community Health Promotion and Prevention, to accept retroactively and expend a grant in the amount of $48,649 from the President and Fellows of Harvard College, Office for Sponsored Research, for the Violent Injury Prevention Project: San Francisco Firearm Injury Surveillance System and to enter into an agreement which includes clauses providing for indemnification by the City, binding arbitration, and the contractor's right to use data provided by the City under this agreement, and which does not include patent infringement indemnification and false claims clauses; providing for ratification of action previously taken.

Grant Amount: $48,649

Grant Period: October 1, 1999 through September 30, 2000 (one year)

Source of Funds: President and Fellows of Harvard College,
Office for Sponsored Research

Project: Violent Injury Prevention Project: San Francisco Firearm Injury Surveillance System

Description: Since 1996, the Department of Public Health (DPH) has been developing an infrastructure and a community network to address violence as a public health issue. The cornerstone for this effort has been the Violent Injury Prevention Project (VIPP). VIPP has two main objectives. One is to provide leadership and staffing for the Violence Prevention Network, an official forum for public and community agencies to plan and coordinate prevention efforts to reduce all forms of violence, and firearms-related violence in particular.

The subject grant for $48,649 would fund VIPP's second objective: the San Francisco Firearm Injury Surveillance System to establish a multi-agency system for tracking and analyzing injuries caused by firearms. According to

Ms. Virginia Smyly of DPH, prior to VIPP, efforts to report and analyze firearms-related injuries and deaths involved disparate and redundant approaches by the Police Department, Emergency Medical Services, the Medical Examiner, and local hospitals. The VIPP Firearm Injury Surveillance System would further VIPP efforts over the past three years to coordinate the collection, integration and analysis of firearms violence data from these different agencies. The surveillance system would also allow DPH to analyze the relationship between firearms violence and variables such as firearms make, perpetrator behavior, victim characteristics, substance abuse and sales, and gang activity.

Budget: The budget for the proposed grant is as follows:

Personnel (See Comment No.3)	
Project Coordinator/Epidemiologist (FTE 0.30, Class 2803)	$17,602
Data Assistant (FTE 0.35, Class 9924)	8,769
Subtotal	$26,371
Fringe (28 percent)	7,384
Total Personnel	$33,755
Operating Expenses	
Office Supplies	2,700
Reproduction and Printing	500
Total Operating	$3,200
Equipment (See Comment No.4)	
One desktop computer system	3,500
One laptop computer	1,800
Total Equipment	$5,300
Consultants (See Comment No.5)	
Consultants	3,500
Indirect Costs	2,894
TOTAL BUDGET	**$48,649**

Matching Funds: None

Indirect Costs: $2,894

Comments:

1. The proposed resolution would authorize the Director of Health, without subsequent approval by the Board of Supervisors, to enter into similar agreements with Harvard College if the grant recurs or is renewed.

2. The grant period is for one year, beginning on October 1, 1999 and concluding on September 30, 2000. Ms. Smyly reports that the resolution requests retroactive authorization because DPH has received and accepted the award.

3. According to Ms. Smyly, the subject grant would fund one new position (Data Assistant, FTE 0.35). The proposed resolution contains a provision urging the Controller to designate the position created under the grant as "G", or grant-funded position, which would terminate when the grant expires. The subject grant would also partially fund one existing position (Project Coordinator/ Epidemiologist, FTE 0.30).

4. Ms. Smyly advises that installation and maintenance costs for the new computer equipment will be absorbed in the DPH FY 1999-2000 budget.

5. According to Ms. Smyly, the $3,500 in grant funds allocated for consultants will be used to pay for special data analyses by the UCSF-SF Injury Center. The Injury Center was selected on a sole-source basis because of the Injury Center's expertise in firearm violence. In addition, the Injury Center requires a 15 percent fee to cover its indirect costs. The Consultant costs listed in the above budget include:

Consultants: **UCSF-SF Injury Center**	
Statistician (approximately 20 hrs @ $80/hr)	$1,600
General Consulting (approximately 36 hrs @ $40/hr)	1443
Consultant Fees	$3043
Indirect Costs (@ 15 percent)	457
Total Consultant Cost	$3500

6. The proposed resolution contains an indemnification provision that requires the City to indemnify Harvard College and the Annie E. Casey Foundation (Harvard College is operating under a contract with the Foundation). According to Ms. Paula Jesson of the City Attorney's Office, the agreement to indemnify applies to any loss arising out of the City's negligence or other legal wrong-doing in any way connected with the activities under the Agreement. However, the City could recover from Harvard College if a court were to find that the City and Harvard College were jointly liable or if Harvard College were solely liable. According to Ms. Jesson, such an indemnification is reasonable given the limitations on the City's liability set forth in the contract, the fact that Harvard College's activities are limited to paying the City, and the controls over the manner in which the research is conducted.

7. The proposed resolution contains a provision in which the City agrees to submit all claims arising out of the contract with Harvard College to binding arbitration. Ms. Jesson advises that while the City prefers to retain the option of litigating disputes in court, the agreement to submit to binding arbitration is reasonable in this situation given the relatively uncomplicated nature of the agreement (Harvard College's payment of money for research conducted by City employees).

8. The proposed resolution contains a provision in which the City agrees to grant Harvard College a royalty-free, non-exclusive and irrevocable license for the use of data developed under the contract. According to Ms. Jesson, under this provision, the City still retains the ability to copyright, without approval from Harvard College, publications or similar materials developed from work supported in whole or in part by the subject grant. Ms. Jesson advises that Harvard College's retaining a broad right to use the data provided under the Agreement is reasonable in light of the fact that it is paying for the data.

9. The proposed resolution would waive: (1) the requirement contained in Sections 6.21 and 21.19 of the City's Administrative Code that the agreement include an indemnification of the City by Harvard College for the infringement of patent rights and other intellectual property rights; and (2) the requirement contained in Section 6.57(c) of the City's Administrative Code that the agreement include a paragraph prohibiting and penalizing the submission of false claims. Ms. Jesson states that these requirements apply when the City purchases goods or services, not when the City receives funds from a contract. Therefore, Ms. Jesson advises that the waivers in this case are standard and pose minimal risk to the City.

10. According to Ms. Jesson, Chapter 21 of the City's Administrative Code has been amended, and the copyright and trademark indemnification requirement, which was formally in Section 21.19, is now contained in Section 21.21. The proposed resolution should be amended to delete reference to Section 6.21, and to change reference to Section 21.19 of the Administrative Code to Section 21.21 of the Administrative Code. Moreover, the prohibition against false claims is now contained in Section 21.35. Therefore, reference to Section 6.57 should be changed to Section 21.35.

11. DPH has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

12. The Attachment to this report is a Grant Application Information Form, provided by DPH.

Recommendations:

1. Amend the proposed resolution to change reference to Section 21.19 of the Administrative Code to Section 21.21 of the Administrative Code, in accordance with Comment No.10 above.

2. Amend the proposed resolution to change reference to Section 6.57 of the Administrative Code to Section 21.35 of the Administrative Code, in accordance with Comment No.10 above.

3. Approval of the proposed resolution, as amended, is a policy matter for the Board of Supervisors because the resolution contains a provision that authorizes the Director of Health to enter into similar agreements if the subcontract recurs or is renewed, without first obtaining Board of Supervisors approval.

File Number: ______________________

Grant Application Information Form

A document required to accompany a proposed resolution
Authorizing a Department to Accept & Expend Grant Funds

To: The Board of Supervisors
Attn. Clerk of the Board

The following describes the grant referred to in the accompanying resolution:

1. Department, Division, & Branch: Population Health and Prevention. Community Health Promotion and Prevention. Health Promotion.

2. Contact Person: Virginia Smyly Telephone: 554-2742

3. Project Title: Violent Injury Research Project. San Francisco Firearm Injury Surveillance System.

4. Grant Source Agency: Harvard College Office for Sponsored Research

5. Type of Funds (Circle): Federal Federal-State (Pass-Through) State Local Private

6. Proposed (New/Continuation) Grant Project Summary To establish an active firearm injury-related surveillance program

7. Amount of Grant Funding Applied For: $48,649

8. Maximum Funding Amount Available (at time of application): $48,649

9. Required Matching Funds? (Circle): Yes No Cash In-kind

   If yes, list dollar amount and identify source of Matching Funds in Department Budget: N/A

10. Number of new positions created and funded: One FTE .35 Data Assistant

11. If new positions are created, explain the disposition of employee(s) once the grant ends: The position will be terminated at the end of funding.

12. Are indirect costs eligible costs for this grant? (Circle): Yes No

    If yes, please identify the amount of $s in indirect costs: $2,894

13. Amount to be spent on contractual services: $$3,500 (stipends/consultants)

1/14/2000

14. a.) Will contractual services be put out to bid? (Circle): Yes: No:

b.) If so, will contract services help to further the goals of the department's MBE/WBE requirements? : N/A

15. Is this request for contracting out likely to be: One Time or Ongoing? (CircleOne) N/A

16. Term of Grant: Start-Date: 10/1/99 End-Date: 9/30/00

17. Date You Were Notified That This Funding Was Available: Not known.

18. Grant Application Due Date: 7/9/99

19. Grant Funding Guidelines and Options (selected from RFP, grant announcement or appropriations legislation): Invoices for payments are submitted on a quarterly basis.. and cover the direct costs of the research and indirect costs. Copyrighted materials developed from work supported by this subcontract are subject to a royalty-free, non-exclusive, and irrevocable license to Harvard for its use.

20. Department Head Approval: Mitchell Katz, M.D., Director of Health
(To be obtained by Grant Manager)

Signature

Item 3 – File 00-0176

Department:	Department of Public Health
Item:	Resolution authorizing the Department of Public Health, Community Mental Health Services to enter into a subcontract in the amount of $4,652 with the University of California at Berkeley, the primary contractor, to provide data and consultation for a study of the cultural appropriateness of the instruments and approaches being used by Community Mental Health Services to measure performance indicators, and client outcomes and satisfaction, which does not include patent infringement indemnification and false claims clauses; waiving indirect costs.
Contract Amount:	$4,652
Source of Funds:	U.S. Department of Health and Human Services (DHHS)
Contract Period:	July 1, 1999 through June 30, 2000 (12 months) (See Comment No.1)
Description:	The University of California at Berkeley (UC) received funds from the U.S. Department of Health and Human Services (DHHS) for a project entitled "Center on Financing of Care for the Severely Mentally Ill." This project seeks to conduct a variety of multidisciplinary studies on the organization and financing of mental health services. UC, as primary contractor for the DHHS grant, requested that the City's Department of Public Health (DPH), as subcontractor to UC, provide consultation and data on performance indicators, client outcomes, and client satisfaction to the UC Center for Mental Health Services Research. The UC Center would use the information provided by DPH to evaluate the cultural appropriateness of the instruments (client self-report questionnaires) and methodology DPH uses to measure Community Mental Health Services' (CMHS) performance. DPH would also provide consultation and technical assistance to the UC Center on other projects which involve public mental health service delivery.

In February of 1998, the Board of Supervisors authorized the Director of the Department of Public Health to enter into a subcontract in the amount of $11,359 with UC for DPH to provide UC with data and consultation. (File No. 172-97-82). In April of 1999, the Board of Supervisors authorized DPH to renew the subcontract with UC for an additional year and receive $7,844 from UC to provide the above services. The contract period of that agreement expired on June 30, 1999 (File No. 99-0532).

The proposed resolution would authorize DPH to provide the data and consultation for an additional year through June 30, 2000, for an added $4,652 to be paid by UC to DPH for the personnel and overhead costs necessary to provide these services. The proposed subcontract would bring total payments provided by UC to DPH for this project to $23,855. Additionally, the proposed resolution would authorize the Director of the DPH, without prior approval by the Board of Supervisors, to enter into similar agreements with UC if the subcontract recurs or is renewed.

Budget: The budget for the proposed resolution is as follows:

DPH Research Psychologist (Class 2575, 0.06 FTE) Estimated 120 hours at $36.91 per hour.	$4,430
Overhead Costs (at 5%)	222
Total Costs	$4,652

Mr. Bill McConnell of DPH advises that in addition to the compensation to be paid by UC to DPH for personnel and overhead costs, the City will receive free consultation from national and international mental health experts during the one-year period of the project in exchange for participation in the project.

Indirect Costs: Indirect costs would be waived (See Comment No.2)

Comments:

1. The contract period is for 12 months, beginning on July 1, 1999 and concluding on June 30, 2000. Since DPH began work on the subcontract in July of 1999 and has completed approximately 60 percent of the hours, or 70 of the total 120 hours, allocated for this contract period, the proposed resolution should be amended to provide for retroactive authorization.

2. Indirect costs would be waived because UC does not allow for indirect costs for this subcontract.

3. The proposed resolution would waive: (1) the requirement contained in Sections 6.21 and 21.19 of the City's Administrative Code that the agreement include an indemnification of the City by Harvard College for the infringement of patent rights and other intellectual property rights; and (2) the requirement contained in Section 6.57(c) of the City's Administrative Code that the agreement include a paragraph prohibiting and penalizing the submission of false claims. Ms. Paula Jesson of the City Attorney's Office states that these requirements apply when the City purchases goods or services, not when the City receives funds from a contract. Therefore, Ms. Jesson advises that the waivers in this case are standard and pose minimal risk to the City.

4. According to Ms. Jesson, Chapter 21 of the City's Administrative Code has been amended, and the copyright and trademark indemnification requirement, which was formally in Section 21.19, is now contained in Section 21.21. The proposed resolution should be amended to delete reference to Section 6.21, and to change reference to Section 21.19 of the Administrative Code to Section 21.21 of the Administrative Code. Moreover, the prohibition against false claims is now contained in Section 21.35. Therefore, reference to Section 6.57 should be changed to Section 21.35.

Recommendations:

1. Amend the proposed resolution to provide for retroactive authorization, in accordance with Comment No.1 above.

2. Amend the proposed resolution to change reference to Section 21.19 of the Administrative Code to Section 21.21

of the Administrative Code, in accordance with Comment No.4 above.

3. Amend the proposed resolution to change reference to Section 6.57 of the Administrative Code to Section 21.35 of the Administrative Code, in accordance with Comment No.4 above.

4. Approval of the proposed resolution, as amended, is a policy matter for the Board of Supervisors because the resolution contains a provision that authorizes the Director of Health to enter into similar agreements if the subcontract recurs or is renewed, without first obtaining Board of Supervisors approval.

Harvey M. Rose

cc: Supervisor Bierman
Supervisor Brown
Supervisor Yaki
President Ammiano
Supervisor Becerril
Supervisor Katz
Supervisor Kaufman
Supervisor Leno
Supervisor Newsom
Supervisor Teng
Supervisor Yee
Clerk of the Board
Controller
Legislative Analyst
Matthew Hymel
Stephen Kawa
Ted Lakey

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City and County of San Francisco
Meeting Minutes
Public Health and Environment Com

City Hall

GOVERNMENT DOC SECTION
Main Library

Members: Supervisors Sue Bierman, Amos Brown and M

Acting Clerk: Deborah Muccino

February 24, 2000 **1:00 PM** **City Hall, Room 263**

Regular Meeting

Members Present: Sue Bierman, Michael Yaki.

Members Absent: Amos Brown.

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Meeting Convened

The meeting convened at 1:06 p.m.

000145 **[State grant to address prison and jail overcrowding by providing appropriate substance abuse treatment and other assistance to alcohol/drug offenders who violated their conditions of parole.]**

Resolution authorizing the Department of Public Health, Population Health and Prevention Division, Community Substance Abuse Services, to accept retroactively and expend grant funds of $367,942 from the California Department of Alcohol and Drug Programs for the Drug Court Partnership Program and to enter into an agreement which does not include patent infringement indemnification and false claims clauses; providing for ratification of action previously taken. (Department of Public Health)

1/26/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this matter be calendared at the February 10, 2000 meeting.

Heard in Committee. Speakers: Jim Stillwell, Department of Public Health; Severin Campbell, Budget Analyst's Office. Amended on page 2 line 2, to change Section 21.19 of the Administrative Code to Section 21.21 of the Administrative Code.

AMENDED.

RECOMMENDED AS AMENDED by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Brown

000237 **[Private grant for a community planning process to develop a strategic plan for substance abuse services in San Francisco]**

Resolution authorizing the Department of Public Health, Population Health and Prevention Division, Community Substance Abuse Services, to accept retroactively and expend grant funds of $60,000 from the San Francisco Foundation for a Community Planning Process and to enter into an agreement which includes an indemnification clause and does not include patent infringement indemnification and false claims clauses; providing for ratification of action previously taken; waiving indirect costs. (Department of Public Health)

2/4/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this matter be calendared at the February 24, 2000 meeting.

Heard in Committee. Speakers: Jim Stillwell, Department of Public Health; Severin Campbell, Budget Analyst's Office.

RECOMMENDED.. by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Brown

000188 **[Approving a subcontract with the UCSF to designate the Project Director of HIV/STD Prevention Trial study, who will be responsible for the scientific conduct of this project.]**

Resolution authorizing the Department of Public Health, the collaborating institution responsible for the scientific conduct of the project entitled "NIMH Collaborative HIV/STD Prevention Trial" to enter into an subcontract in the amount of $44,144 with the University of California, the primary contractor, which does not include patent infringement indemnification and false claims clauses; retroactive to September 30, 1999. (Department of Public Health)

1/31/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee. Speaker: Wendy Wolf, Department of Public Health

RECOMMENDED by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Brown

000269 **[Approving a subcontract with the Family Health International to designate an Executive Committee member for the HIV Prevention Trials Network and liaison to Science Working Group]**

Resolution authorizing the Department of Public Health, the collaborating institution in the project entitled "HIV Prevention Trials Network Leadership Group" to enter into a subcontract in the amount of $7,782 with the Family Health International, the primary contractor, which does not include intellectual property indemnification and false claims clauses; retroactive to September 30, 1999.

2/9/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this item be calendared at the February 24, 2000 meeting.

Heard in Committee. Speaker: Paul O'Malley, Department of Public Health.

RECOMMENDED by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Brown

000241 **[Hazardous Materials Advisory Committee]**

Supervisor Bierman

Ordinance amending Health Code Section 1103 to reduce the membership of the Hazardous Materials Advisory Committee from 21 members to 14 members; and by amending Section 1103.1 to delete provisions relating to original composition of committee.

(Amends Sections 1103 and 1103.1.)

2/7/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee. Speakers: Sue Cone, Department of Public Health; Doug Kern, Chairperson, Hazardous Materials Advisory Committee.

RECOMMENDED by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Brown

ADJOURNMENT

The meeting adjourned at 1:18 p.m.

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CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET ANALYST

1390 Market Street, Suite 1025, San Francisco, CA 94102 (415) 554-7642
FAX (415) 252-0461

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February 17, 2000

TO: Public Health and Environment Committee

FROM: Budget Analyst

SUBJECT: February 24, 2000 Public Health and Environment Committee Meeting

Item 1 - File 00-0145

Department: Public Health

Item: Resolution authorizing the Department of Public Health (DPH), Population Health and Prevention Division, Community Substance Abuse Services, to accept retroactively and expend grant funds of $367,942 from the California Department of Alcohol and Drug Programs for the Drug Court Partnership Program and to enter into an agreement which does not include patent infringement indemnification and false claims clauses; providing for ratification of action previously taken.

Amount: $367,942

Source of Funds: State of California, Department of Alcohol and Drug Programs

Grant Period: July 1, 1999 – June 30, 2000

Description: The Drug Court Partnership Program (DCPP) would provide substance abuse assessment and treatment to individuals who are not meeting the conditions of their parole. By way of these services, judges would have available the option to send individuals under a Motion to Revoke (those individuals hereafter referred to as MTR's), i.e. parole violators, into drug treatment rather than incarcerating them. The purpose of DCPP would be to (a) avoid lengthy prison terms and help MTR's resume productive lives, and (b) provide judges with reasonable alternatives to imposing lengthy jail sentences on MTR's, thereby allowing judges to address jail overcrowding.

The program would provide funding for 90 days of residential treatment for 15-17 MTRs each year, linked to eight months of aftercare. Another 12-14 MTRs would be offered 11 months of outpatient treatment. Additionally, DCPP would provide vouchers for transportation of MTRs to treatment facilities, life skills training, as well as housing and child care assistance. MTRs would be assessed by the Drug Court Treatment Specialists, ensuring placement in the appropriate level of care. A licensed clinician, the Treatment Coordinator, would oversee all treatment components of the Drug Court Partnership Program. Grant funds would be, in part, used to underwrite a portion of the Treatment Coordinator's salary.

Treatment slots would be managed and administrated by the Department of Public Health, Community Substance Abuse Services' (CSAS) anticipated primary contractor, Asian American Recovery Services (AARS).

AARS is a community based non-profit organization which, established in 1985, provides substance abuse prevention, residential treatment, day treatment, intake, and outreach services for members of San Francisco's Asian communities.

The subject grant from the California Department of Alcohol and Drug Programs is expected to be ongoing over a period of four years. DCPP expects to receive annual renewal of funding that would total $1,508,217 over the period July 1, 1999 – June 30, 2003.

The total estimated project cost, including funding from the subject grant is $472,597. A summary budget for the total project cost, including $367,942 in grant funds and the local $104,655 match, is as follows:

Budget:

Estimated Grant Fund Allocation for the Operation of DCPP – Fiscal Year 2000			
	Grant	**Match**	**Project Total**
Personnel	$20,000	$60,300	$80,300
Benefits	4,400	15,075	19,475
Equipment	3,000	0	3,000
Primary Contractual Services	289,400	21,650	311,050
Tertiary Contractual Services	25,110	0	25,110
Administrative Costs budgeted for Primary AARS	26,032	7,630	33,662
Total Budgeted Project Costs:	$367,942	$104,655	**$472,597**

Attachment I, provided by the Department of Public Health, CSAS, contains complete budget details to support this project totaling $472,597.

Matching Funds: In- kind match of $104,655 (See Comment No. 1)

Indirect Costs: The grant contract with the California Department of Alcohol and Drug Programs, the funding agency, would allow for up to 8% in indirect costs; however, the Department of Public Health, CSAS asks that indirect costs be waived in order to apply all grant funds to direct program costs.

Comments: 1. The grant requires that local agencies match funds at 10% for the first two years of the program, and 20% for years three and four. The in-kind match of $104,655 is approximately 28.4% of the total estimated grant of $367,942. Attachment II provided by the DPH explains the funding source of said matching funds.

2. The proposed resolution would waive: (a) the requirement contained in Sections 6.21 and 21.21 of the City's Administrative Code that the agreement include an indemnification of the City by the State Department of Health Services for the infringement of patent rights; and

(b) the requirement contained in Section 6.57(c) of the City's Administrative Code that the Agreement include a paragraph reciting the false claim provisions contained in Section 6.57(a) of the City's Administrative Code. Ms. Paula Jesson of the City Attorney's Office states that these requirements apply when the City purchases goods or services, not when the City receives funds from a grant. Therefore, Ms. Jesson advises that the waivers in this case are standard and pose minimal risk to the City.

3. Chapter 21 of the Administrative Code has been amended, and the copyright and trademark indemnification requirement, which was formally in Section 21.19, is now contained in Section 21.21. The proposed resolution should be amended to change reference to Section 21.19 of the Administrative Code to Section 21.21 of the Administrative Code.

4. The proposed resolution contains a provision that authorizes the Director of Health to enter into similar agreements with the State Department of Drug and Alcohol Programs if the grant recurs or is renewed, without first obtaining Board of Supervisors approval.

5. Attachment III is the Grant Application Information Form, provided by the Department of Public Health, CSAS.

6. The Department of Public Health, CSAS has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

Recommendations:

1. Amend the proposed resolution to change reference to Section 21.19 of the Administrative Code to Section 21.21 of the Administrative Code, in accordance with Comment No. 5 above.

2. Approval of the proposed resolution, as amended, is a policy matter for the Board of Supervisors because the resolution contains a provision that authorizes the Director of Health to enter into similar agreements if the grant recurs or is renewed, without first obtaining Board of Supervisors approval.

BOARD OF SUPERVISORS
BUDGET ANALYST

Attachment I
Page 1 of 3

		ANALYSIS		YEAR I		YEAR II		YEAR III		YEAR IV		PROJECT TOTALS		
BUDGET CATEGORIES		Use of Funds	Justification	GRANT	MATCH	GRANT	MATCH	GRANT	MATCH	GRANT	MATCH	GRANT	MATCH	PROJECT
PERSONNEL														
	Drug Court Director		1 0 FTE @ $60,300, 4% COLA each year		$60,300		$62,712		$65,220		$67,829		$256,062	$256,062
	Drug Treatment Coordinator	Will oversee all treatment components to Drug Court, including supervision and training of personnel at the DC Treatment Center. Provide clinical expertise to the court team (DA, APD, PD, Judge)	0 3 FTE @ $60,000, 4% COLA each year	$20,000		$20,800		$21,832		$22,497		$84,929		$84,929
TOTAL PERSONNEL				$20,000	$60,300	$20,800	$62,712	$21,832	$65,220	$22,497	$67,829	$84,929	$256,062	$340,991
BENEFITS	Drug Treatment Coordinator benefits @ 22%. Drug Court Director @ 25%.			$4,400	$15,075	$4,576	$15,678	$4,759	$16,305	$4,949	$16,957	$16,664	$64,015	$62,700
TRAVEL														
TOTAL TRAVEL														
EQUIPMENT	*(1) computer; (1) printer for Drug treatment coordinator*			*$3,000*								*$3,000*		*$3,000*
TOTAL EQUIPMENT				*$3,000*								*$3,000*		*$3,000*
SUPPLIES														
TOTAL SUPPLIES														
CONTRACTUAL														
	CSAS Treatment Phase I residential	Subsidize 12 residential treatment beds, providing 90 days of treatment for up to 12 MTRs. CSAS match will fund 3-5 additional treatment slots	12 (participants) X 30 (days) X 3 (months) X $50/day	$54,000	$20,000	$54,000	$40,000	$54,000	$40,000	$54,000	$40,000	$216,000	$140,000	$356,000
	CSAS Treatment Phase I outpatient	Subsidize 12 outpatient slots, providing 90 days of treatment for up to 12 MTRs. CSAS match will fund 3-5 additional treatment slots	12 (participants) X 30 (days) X 3 (months) X $30/day	$32,400		$32,400		$32,400		$32,400		$129,600		$129,600
	CSAS Treatment Phase II outpatient	Subsidize 24 outpatient treatment for 6 months. CSAS match will fund 3-5 additional treatment slots	24 (participants) X 30 (days) X 6 (months) X $30/day	$172,800		$172,800		$172,800		$172,800		$691,200		$691,200
	Northern California Service League	Life skills and employment 'soft skills' training. *The Court will provide 3 additional life skills training classes through federal funding.*	$850/ week each participant 22 X $850	$17,000	*$1,650*	$17,000		$17,000		$17,000		$68,000	*$1,650*	*$69,650*
	Redwood Laboratories	*Drug testing services for MTR clients. The local match for grant years II-IV will be CSAS funding for additional MTR clients.*	*$8.90 per screen/2 screens per week/32 weeks for 12 clients in year 1; 20 clients in year 2; 22 clients in year 3 and 28 clients in year 4*	*$13,200*		*$22,000*	*$4,598*	*$25,300*	*$5,135*	*$30,800*	*$6,163*	*$91,300*	*$15,896*	*$107,196*
TOTAL CONTRACTUAL				$289,400	$21,650	$298,200	$44,598	$301,500	$45,135	$307,000	$46,163	$1,196,100	$157,546	$1,353,646
CONTRUCTION														
TOTAL CONSTRUCTION														
OTHER														

BUDGET CATEGORIES	ANALYSIS		YEAR I		YEAR II		YEAR III		YEAR IV		PROJECT TOTALS		
	Use of Funds	Justification	GRANT	MATCH	GRANT	MATCH	GRANT	MATCH	GRANT	MATCH	GRANT	MATCH	PROJECT
Housing Flex Fund	To be managed by the DC Director Funds to be used for first and last, utility deposits and hotel vouchers according to the needs of participant	Projected need by 24 participants Average use of $700	$16,800		$16,800		$16,800		$16,800		$67,200		$67,200
Child Care Fund	Funds to underwrite child care needs Funds will be deployed only when TANF and other child care funds are unavailable		$3,310		$3,992		$3,375		$3,017		$13,694		$13,694
Transportation Vouchers	Provision of vouchers to encourage attendance at treatment, life skills, and vocational sites		$5,000		$5,000		$5,000		$5,000		$20,000		$20,000
TOTAL OTHER			$25,110		$25,792		$25,175		$24,617		$100,894		$100,694
DIRECT COSTS			$341,910	$97,025	$349,368	$122,988	$353,066	$126,861	$359,264	$130,950	$1,403,608	$477,623	$1,881,231
amount excluded for administrative costs calculation			$16,510	$1,650	$22,992	$4,596	$25,675	$5,135	$30,817	$6,163	$94,300		
TOTAL DIRECT COSTS			$325,400	$95,375	$328,378	$118,390	$327,391	$121,528	$328,447	$124,787	$1,309,308	$477,623	$1,881,231
ADMINISTRATIVE COSTS (See Attached)													
*enter administrative rate in cell C45 8%			$26,032	$ 7,630	$26,110	$9,471	$26,191	$9,722	$26,276	$9,963	$ 104,609	$36,806	$141,415
TOTAL PROJECT COSTS		Final total amount is rounded up by one dollar	$367,942*	$104,655*	$375,478	$132,459	$379,257	$136,353	$385,539	$140,933	$1,508,217	$514,429	$2,022,646

* Program costs for
Year I total $472,597.

Drug Court Partnership Grant
Schedule of Administrative Costs
Grant Years I-IV

Line Item	Grant Amount Year 1	Match Amount Year 1	Grant Amount Year 2	Match Amount Year 2	Grant Amount Year 3	Match Amount Year 3	Grant Amount Year 4	Match Amount Year 4	Totals
Salaries and Benefits									
Executive Director	5,557	1,629	5,574	2,022	5,591	2,075	5,609	2,131	
Bookkeeper	3,949	1,157	3,961	1,437	3,973	1,475	3,986	1,514	
Finance Director	4,261	1,249	4,274	1,550	4,287	1,591	4,301	1,634	
Personnel Analyst	2,371	695	2,378	863	2,385	885	2,393	909	
Executive Assistant	2,223	652	2,230	809	2,237	830	2,244	852	
Fringe Benefits	3,673	1,077	3,684	1,336	3,695	1,372	3,707	1,409	
Total Personnel	22,034	6,458	22,100	8,016	22,169	8,229	22,241	8,450	119,696
Operations									
Space Rental	1,607	471	1,612	585	1,617	600	1,622	616	
Supplies	667	195	669	243	671	249	673	256	
Equipment Lease	370	108	371	135	372	138	373	142	
Payroll Processing Expense	189	55	190	69	190	71	191	72	
Telephone	370	108	371	135	372	138	373	142	
Audit	247	72	248	90	249	92	249	95	
Printing/Reproduction	74	22	74	27	74	28	75	28	
Training	400	117	401	146	402	149	404	153	
Insurance	74	22	74	27	74	28	75	28	
Total Operations	3,998	1,172	4,010	1,455	4,022	1,493	4,035	1,533	21,719
Total Administrative Costs	26,032	7,630	26,110	9,471	26,191	9,722	26,276	9,983	141,415

City and County of San Francisco
Department of Public Health

Community Substance Abuse Services
1380 Howard Street, Room 400
San Francisco, CA 94103
(415) 255-3500
(415) 255-3529 FAX

M•E•M•O•R•A•N•D•U•M

DATE: February 10, 2000

TO: Daley Dunham

FROM: James Stillwell, Interim Director

RE: Drug Court Partnership Program

The following sets forth the sources of funding underwriting the match portion of the Drug Court Partnership Program for the current grant year:

Use of Funds	Amount	Funding Source
Drug Court Director - Salary and Fringe Costs	$75,375	Local Law Enforcement Block Grant, work ordered by Mayor's Office on Criminal Justice
Residential Treatment Slots – 90 day length of stay	$20,000	City of San Francisco General Funds, through Community Substance Abuse Services' Treatment on Demand Initiative
Life Skills and employment training	$ 1,650	Federal Office of Justice Programs - Grant #199-DC-VX-0179
Administrative Costs	$ 7,630	Asian American Recovery Services, Subcontractor and fiscal agent

Please contact Duane Einhorn at 255-3471 or Charlie Morimoto at 255-3750 should you have any questions concerning this matter.

File Number:________________________

Grant Application Information Form

A document required to accompany a proposed resolution
Authorizing a Department to Accept & Expend Grant Funds

To: **The Board of Supervisors**
Attn. Clerk of the Board

The following describes the grant referred to in the accompanying resolution:

1. Department. Division. & Branch: Population Health and Prevention, Community Substance Abuse Services

2. Contact Person: Charlie Morimoto Telephone: 255-3750

3. Project Title: "Drug Court Partnership Program"

4. Grant Source Agency: Department of Drug and Alcohol Programs

5. Type of Funds (Circle): Federal Federal-State (Pass-Through) State X Local Private

6. Proposed (**New**/Continuation) Grant Project Summary "Drug Court Partnership Program" is designed assist persons who are under a Motion to Revoke order for violating conditions of their parole to avoid lengthy prison terms and to resume productive lives. This will be accomplished through a structured and appropriate substance abuse treatment program, including outpatient and residential services, and ancillary services such as life skills training and housing assistance.

7. Amount of Grant Funding Applied For: $367,942 for fiscal year 99-00.

8. Maximum Funding Amount Available (at time of application): $1,508,217 over period July 1, 1999 – June 30, 2003

9. Required Matching Funds? (Circle): Yes X No Cash In-kind X

   Drug Court Coordinator position funded at $60,300 annual salary plus $15,075 fringe benefits through Local Law Enforcement Block Grant; 3-5 residential slots totaling $20,000 funded through Treatment on Demand Initiative; two sessions of Life Skills training at $1,650 funded though the Local Law Enforcement Block Grant; and, Administrative Costs of $7,630 absorbed by Asian American Recovery Services, the subcontractor and fiscal agent.

10. Number of new positions created and funded: None. Supplements .3 FTE Drug Court Treatment Coordinator position.

11. If new positions are created. explain the disposition of employee(s) once the grant ends: N/A

12. Are indirect costs eligible costs for this grant? (Circle): Yes X No
If yes, please identify the amount of $s in indirect costs: $26,032 indirect costs are allowed during the first year of the grant, $26,110 during second year, $26,191 during the third year, and $26,276 during the fourth year. However, it is requested that that indirect costs be waived and transferred to the subcontractor (Asian American Recovery Services) to offset administrative costs related to the implementation of this grant. Allocable administrative costs include a portion of administrative and management services, space rental and other operating expenses.

13. Amount to be spent on contractual services: $367,942 - Asian American Recovery Services will be the subcontractor and fiscal agent. The subcontractor will develop contracts with residential treatment ($54,000 annually) and Life Skills training ($17,000 annually) providers to implement the treatment and training aspects of this grant.

14. a.) Will contractual services be put out to bid? (Circle): Yes: No: X N/A

b.) If so, will contract services help to further the goals of the department's MBE/WBE requirements? : N/A

15. Is this request for contracting out likely to be: One Time or Ongoing? X (CircleOne) N/A
Ongoing to June 30, 2003

16. Term of Grant: Start-Date: 7/1/99 End-Date: 6/30/00
Additional funds may be transferred through non-competitive renewal grant awards for the period July 1, 2000 – June 30, 2003

17. Date You Were Notified That This Funding Was Available: 8/31/99

18. Grant Application Due Date: April 15, 1999

19. Grant Funding Guidelines and Options: An initial award of $367,942 is provided for the period July 1, 1999 – June 30, 2000, characterized as the project budget period. The award period is July 1, 1999 – June 30, 2003, and funds may be awarded on an annual basis for up to 48 consecutive months through non-competitive renewal grant awards. Funding provides for .3FTE Drug Treatment Coordinator, residential and outpatient substance abuse treatment, life skills training, housing assistance in the form of utility deposits and hotel vouchers, and transportation vouchers.

20. Department Head Approval: **Mitchell Katz, M.D., Director of Health**
(To be obtained by Grant Manager)

Signature

Item 2 – File 00-0237

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, Population Health and Prevention Division, Community Substance Abuses Services, to accept and retroactively expend grant funds in the amount of $60,000 from the San Francisco Foundation for a community planning process and to enter into an agreement which includes an indemnification clause and does not include patent infringement indemnification and false claims clauses; providing for ratification of action previously taken and waiving indirect costs.

Grant Amount: $20,000 ($60,000 in total, expected over three years)

Grant Period: January 1, 2000 through December 31, 2002

Source of Funds: San Francisco Foundation

Description: According to Mr. Duane Einhorn of DPH, Community Substance Abuse Services, there are currently an estimated 90,000 persons in San Francisco at risk for problems related to alcohol and/or drug abuse, half of whom have major problems where substance abuse treatment is indicated. However, only 12,000 persons per year are able to access substance abuse treatment through publicly funded services, and there are more than 1,000 persons on waiting lists for treatment on a typical day.

In response to the City and County's critical substance abuse problem, the "Treatment On Demand" initiative was developed. In November of 1996, the Board of Supervisors endorsed the goal of substance use treatment on demand for indigent San Franciscans, and urged the Mayor, the Health Commission and the Director of Public Health to provide full funding for substance use Treatment on Demand. A community planning process was undertaken to accomplish Treatment on Demand. A council was formed consisting of 37 members representing service providers, consumers, community leaders, and representatives of relevant City and County departments.

Phases I and II of the planning process focused on a comprehensive needs assessment, identifying and prioritizing potential system enhancements, and treatment interventions and modalities. The Council prioritized certain services for immediate funding, with other programs slated for funding in subsequent budgets. In the next phase of the planning process, the Council needs to continue to develop an annual strategic plan, and build on earlier efforts.

The proposed resolution would authorize the Department of Public Health, Population Health and Prevention Division, Community Substance Abuses Services, to accept and retroactively expend grant funds in the amount of $60,000 from the San Francisco Foundation for the Community Planning Process. The Community Planning Process is designed to develop a strategic plan which will set the agenda and priorities for substance abuse services in San Francisco, assess progress toward the goal of Treatment on Demand, and generally build on the earlier stages of development of a comprehensive drug treatment program for San Francisco.

Budget:

DPH Proposed Grant Allocation Summary for January 1, 2000 through December 31, 2000.		
Consultant	$15,002	One consultant .25 FTE equivalent over grant period @ $28.85/hour.
Focus Group Facilitator	375	One consultant @ $125 per focus group session.
Transcription Services	3,400	Recording and transcribing all relevant meetings by a service provider.
Meeting Expenses	675	Space rental, supplies, printing, postage, etc.
Participant Incentives	548	Substance abusing client's interview.
Total	**$20,000**	

Attachment I, provided by DPH, contains further budget details supporting the total program cost of $60,000 over three years, including the first year cost of $20,000. According to Mr. Einhorn, the primary consultant is to be selected under a Request for Proposal process. DPH will request a sole source exemption for Tape & Type, the recording and transcribing service since that firm was used in earlier phases of the Treatment on Demand project. Lastly, Mr. Einhorn states that the focus group consultant, at a cost of $375, will be selected on a sole source basis because pursuing the RFP process would ultimately --including staff time and operating expenses-- cost about 10 times the amount of the contract service requested; the RFP process would therefore be inefficient in this instance.

Required Match: None.

Indirect Costs: None. DPH has requested that indirect costs be waived so that all grant funds can be applied directly to program costs.

Comments:

1. Attachment II, provided by DPH, contains a summary of all Treatment on Demand funding allocations to DPH since FY 1996-1997 and a brief description of the funding allocations totaling $13,500,000. According to this Attachment, a total of 1,974 new slots have been funded, providing total service or client contacts of 15,476.

2. Ms. Jean Fraser of the City Attorney's Office advises that as a condition of receiving the grant funds, the DPH has agreed to enter into an agreement (the "Agreement") with the California Department of Fish and Game that would require the City to waive (1) the requirement contained in Sections 6.21 and 21.19 of the City Administrative Code that the Agreement include an indemnification of the City by the California Department of Fish and Game for the infringement of patent rights; and, (2) the requirement contained in Section 6.57(c) of the City's Administrative Code that the Agreement include a paragraph reciting the false claim provisions contained in Section 6.57(a) of the City's Administrative Code. Ms. Fraser advises that the waivers in this case are standard and pose minimal risk to the City, according to Ms. Fraser.

3. Attachment III is a summary of the grant application information, as prepared by the DPH, for the proposed grant funds.

4. The DPH has prepared a Disability Checklist for the proposed grant funds, which is on file with the Clerk of the Board of Supervisors.

5. The proposed resolution contains a provision that authorizes the Director of Public Health to enter into other future agreements, similar to the subject Agreement, with San Francisco Foundation if the grant recurs or is renewed, without obtaining subsequent approval by the Board of Supervisors.

Recommendation: Approval of the proposed resolution is a policy matter for the Board of Supervisors since this resolution authorizes the Director of Public Health to enter into other future agreements, similar to the subject Agreement, with San Francisco Foundation if the grant recurs or is renewed, without obtaining subsequent approval by the Board of Supervisors.

Attachment I

Community Substance Abuse Services
S.F. Foundation Technical Assistance Grant
Budget - Calendar 2000 - 2002

	YR 01	YR 02	YR 03		
Line Item	Calendar 2000	Calendar 2001	Calendar 2002	Total	Detail
Consultant	$15,002	$15,002	$14,996	$45,000	Consultant TBN @ equivalent of .25 FTE over grant period; RFP for consultant services to be published February 2000; start date at 5/1/00; hourly rate = $28.85
Focus Group Facilitator	$375	$375	$250	$1,000	One consultant - TBN @ average of $125 per focus group session; start date of 7/1/00
Transcription Services	$3,400	$3,300	$3,300	$10,000	Recording and transcribing all applicable meetings to develop ASP - TBN: 25 meetings during 3 yr contract period; Recording (4hrs per meeting x $55hr x 25 meetings = $5,500) + Transcription (6hrs per meeting/$30/hr x 25 meetings = $4,500) = avg $400/mtg
Meeting Expenses	$675	$650	$775	$2,100	TOD Planning Council Meetings, community forums, focus groups: meeting room rental, printing, reproduction, supplies, postage, etc.
Participant Incentives	$548	$673	$679	$1,900	Substance abusing clients' interview participation
Totals	$20,000	$20,000	$20,000	$60,000	

\Grant Development\SF Foundation\3 Year Budget

Community Substance Abuse Services
Treatment On Demand Funding
1996-97 through 1999-00

SUBSTANCE ABUSE SERVICES	BUDGET	CONTACTS
Substance abuse services includes transportation, prevention, and other support services such as acupuncture. Service delivery is generally measured by number of client contacts.		
1996-97 Supplemental	$810,000	4,326
1997-98 Capacity Maintenance	$991,500	3,072
1997-98 Expansion of Existing Services	$351,212	5,270
1997-98 New Services at Existing Providers	$656,226	538
1997-98 New Services through RFP Process	$50,000	N/A
1998-99 Expansion of Existing Services	$285,873	250
1999-00 New Services through RFP Process	$100,000	2,020
TOTAL of Substance Abuse Services	*$3,244,811*	*15,476*

TREATMENT SERVICES	BUDGET	SLOTS
Treatment services includes narcotic treatment programs, detoxification, residential, outpatient and day treatment programs. Service delivery is generally measured by bed day or treatment contact.		
1996-97 Supplemental	$2,760,000	642
1997-98 Capacity Maintenance	$230,000	99
1997-98 Expansion of Existing Services	$1,099,225	284
1997-98 New Services at Existing Providers	$507,151	262
1997-98 New Services through RFP Process	$2,386,000	193
1998-99 Expansion of Existing Services	$192,378	87
1998-99 New Services through RFP Process	$1,960,254	276
1999-00 New Services through RFP Process	$1,186,834	131
TOTAL of Treatment Services	*$10,321,842*	*1,974*

TOTAL BUDGET	13,566,653
TOTAL SLOTS	1,974
TOTAL SERVICE OR CLIENT CONTACTS	15,476

CSAS/CCM/2/17/00, Revised 2/04/00

Community Substance Abuse Services
Treatment On Demand Funding
1996-97 through 1999-00

SUBSTANCE ABUSE SERVICES	BUDGET	CONTACTS

Substance abuse services includes transportation, prevention, and other support services such as acupuncture. Service delivery is generally measured by number of client contacts.

Prevention	1,290,182	9,327
Transportation	54,545	4,940
Acupuncture and Medical Care	379,044	849
Case Management	328,500	360
System Enhancement	251,667	N/A
TOTAL of Substance Abuse Services	*2,303,938*	*15,476*

TREATMENT SERVICES	BUDGET	SLOTS

Treatment services includes narcotic treatment programs, detoxification, residential, outpatient and day treatment programs. Service delivery is generally measured by bed day or treatment contact.

Day Treatment	800,000	210
Detoxification	1,003,834	71
Methadone	1,103,061	416
Outpatient	2,854,583	513
Residential	4,052,364	130
Nonresidential	1,448,873	634
TOTAL of Treatment Services	*11,262,715*	*1,974*

CSAS/Revised 2/17/00/Printed 2/17/00

File Number:______________________

Grant Application Information Form

A document required to accompany a proposed resolution
Authorizing a Department to Accept & Expend Grant Funds

To: **The Board of Supervisors**
Attn. Clerk of the Board

The following describes the grant referred to in the accompanying resolution:

1. Department, Division, & Branch: Population Health and Prevention, Community Substance Abuse Services

2. Contact Person: Charlie Morimoto Telephone: 255-3750

3. Project Title: "Community Planning Process"

4. Grant Source Agency: The San Francisco Foundation

5. Type of Funds (Circle): Federal Federal-State (Pass-Through) State Local Private X

6. Proposed (New/Continuation) Grant Project Summary "Community Planning Process" is designed to develop a strategic plan which will build upon the Treatment on Demand "First Steps Plan". The annual strategic plan will set the agenda and priorities for substance abuse services in San Francisco, assess progress towards the goal of Treatment on Demand, and will require integration of information from community forums, Planning council meetings, and evaluation efforts. Funding period awarded is January 1, 2000 to June 30, 2003. A consultant will be hired to provide the technical assistance necessary to revise the annual strategic plan.

7. Amount of Grant Funding Applied For: $20,000, for fiscal year 99-00.

8. Maximum Funding Amount Available (at time of application): $60,000 over period January 1, 2000 – June 30, 2002

9. Required Matching Funds? (Circle): Yes No X Cash In-kind

10. Number of new positions created and funded: No City staff to be added. Consultant will be hired at approximately .25 FTE.

11. If new positions are created, explain the disposition of employee(s) once the grant ends: N/A

12. Are indirect costs eligible costs for this grant? (Circle): Yes No X
If yes, please identify the amount of $s in indirect costs:

13. Amount to be spent on contractual services: $45,000

14. a.) Will contractual services be put out to bid? (Circle): Yes: X No:

b.) If so, will contract services help to further the goals of the department's MBE/WBE

requirements? : RFQ process currently underway. RFQ outreach conducted to potential MBE/WBE contractors. Ten (10) percent bid discount will apply.

15. Is this request for contracting out likely to be: One Time or Ongoing? X
Ongoing to June 30, 2002

16. Term of Grant: Start-Date: 1/1/00 End-Date: 12/31/02

17. Date You Were Notified That This Funding Was Available: 10/20/99

18. Grant Application Due Date: July 17, 1998

19. Grant Funding Guidelines and Options: The grant will be cancelled if the resume of the consultant for this work is not received by the Foundation by January 31, 2000.

20. Department Head Approval: **Mitchell Katz, M.D., Director of Health**
(To be obtained by Grant Manager)

Mitchell Katz MD
Signature

Item 3 - File 00-0188

Department: Department of Public Health (DPH)

Item: Resolution Authorizing the Department of Public Health, the Collaborating Institution Responsible for the Scientific Conduct of the "NIMH Collaborative HIV/STD Prevention Trial", to Enter into an [sic] Subcontract in the Amount of $44,144 with the University of California, the Primary Contractor, which does not Include Patent Infringement Indemnification and False Claims Clauses; Retroactive to September 30, 1999.

Subcontract Amount: $6,306 ($44,144 in total expected over five years)

Subcontract Period: September 30, 1999 through August 31, 2000. This is an 11 month Subcontract which is expected to be renewed as a yearly Subcontract for the four years subsequent to August 31, 2000.

Primary Contractor: The Regents of the University of California (UC)

Indirect Costs: $1,051 ($7,357.28 in total expected over five years)

Description: UC has received a Federal Department of Health and Human Services grant to conduct a study, entitled "NIMH Collaborative HIV/STD Prevention Trial".

The purpose of the study is to determine whether or not training "popular opinion leaders" in HIV/STD prevention would have an impact on risky behavior among community members. "Popular opinion leaders" are defined as those members of local community enclaves (e.g. a bar, a college dormitory, an after-school recreation center) who, as part of the trial, have been elected by their peers as the most popular.

Approval of the proposed resolution would authorize DPH to enter into a subcontract with UC, the primary contractor, in the amount of $44,144, to reimburse DPH for providing a Project Director to be responsible for the scientific conduct of the proposed project, on behalf of UC.

Budget: The proposed budget for the Subcontract, to be financed by UC and reimbursed to DPH, is as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5	Completed Project Totals
2232 Principal Investigator / Project Director	**$5,255**	$10,511	$10,511	$5,255	$5,255	$36,787
Indirect Costs	**$1,051**	$2,102	$2,102	$1,051	$1,051	$7,357
Totals for Renewed Subcontract (Anticipated After Year 1)	**$6,306***	$12,603	$12,603	$6,306	$6,306	$44,144

*Payment for 12 months instead of 11 months.

The Attachment, provided by DPH, contains the budget details of the subcontract of $44,144 for the expected duration of the project.

Comment: 1. According to Dr. Jeffery Klausner of DPH, it is anticipated that UC would renew the Subcontract each year, for the duration of the five-year Prevention Trial. Serving as Project Director of the NMIH Collaborative HIV/STD Prevention Trial, Dr. Klausner would be reimbursed for 5 percent of his time during project years 1, 4 and 5, and 10 percent of his time during project years 2 and 3. Reimbursements are structured in this way because years 1, 4 and 5 would consist primarily of project set up, evaluation, and information dissemination, respectively; project years 2 and 3 would involve the actual implementation of the program, which would be relatively more labor intensive.

2. Ms. Barbara Garcia, Deputy Director of Public Health, stated that this resolution is retroactive because DPH received the Subcontract in late December, which was too late to request Board of Supervisors' approval and authorization before entering into the Subcontract. According to Ms. Garcia, the start date for the Subcontract was September 30, 1999.

3. The proposed resolution would waive: (1) the requirement contained in Sections 6.21 and 21.21 of the City's Administrative Code that the agreement include an

indemnification of the City by UC for the infringement of patent rights; and (2) the requirement contained in Section 6.57(c) of the City's Administrative Code that the agreement include a paragraph reciting the false claim provisions contained in Section 6.57 (a) of the City's Administrative Code. According to Ms. Jean Fraser of the City Attorney's Office, these requirements apply when the City purchases goods or services, not when the City receives funds from a grant. Therefore, Ms. Fraser advises that the waivers in this case are standard and pose minimal risk to the City.

4. The proposed resolution contains a provision that authorizes the Director of Health to enter into similar agreements with UC if the subcontract recurs or is renewed, without first obtaining Board of Supervisors approval.

Recommendation: Approval of the proposed resolution is a policy matter for the Board of Supervisors since this resolution authorizes the Director of Health to enter into future agreements, similar to the subject agreement, with UC if the subcontract recurs or is renewed, without obtaining subsequent approval by the Board of Supervisors.

COATES, Thomas J., P.I.

NIMH Collaborative HIV/STD Prevention Trial

Budget Justification – Year 1

San Francisco Department of Public Health

A. Personnel

(1.0) Principal Investigator/Medical Director (2232) [J. Klausner 5% effort]
(Step V @ $4,027 biweekly x 26.1 weeks = $105,104 x .05 = $5,255.20)

This position will act as the principal investigator for this project and will coordinate and manage all project activities to ensure goals and objectives are met. He will supervise the Study Coordinator, perform data analysis and collaborate with others involved in the project to publish data.

Direct Cost	$5,255.20

Budget Justification – Year 2

San Francisco Department of Public Health

B. Personnel

(1.0) Principal Investigator/Medical Director (2232) [J. Klausner 5% effort]
(Step V @ $4,027 biweekly x 26.1 weeks = $105,104 x .10 = $10,510.40)

This position will act as the principal investigator for this project and will coordinate and manage all project activities to ensure goals and objectives are met. He will supervise the Study Coordinator, perform data analysis and collaborate with others involved in the project to publish data.

Direct Cost	$10,510.40

Budget Justification – Year 3

San Francisco Department of Public Health

C. Personnel

(1.0) Principal Investigator/Medical Director (2232) [J. Klausner 5% effort]
(Step V @ $4,027 biweekly x 26.1 weeks = $105,104 x .10 = $10,510.40)

This position will act as the principal investigator for this project and will coordinate and manage all project activities to ensure goals and objectives are met. He will supervise the Study Coordinator, perform data analysis and collaborate with others involved in the project to publish data.

Direct Cost	$10,510.40

Budget Justification – Year 4

San Francisco Department of Public Health

D. Personnel

(1.0) Principal Investigator/Medical Director (2232) [J. Klausner 5% effort]
(Step V @ $4,027 biweekly x 26.1 weeks = $105,104 x .05 = $5,255.20)

This position will act as the principal investigator for this project and will coordinate and manage all project activities to ensure goals and objectives are met. He will supervise the Study Coordinator, perform data analysis and collaborate with others involved in the project to publish data. is the same as Dr. Klausner's. Dr. Klausner will remain the PI for the study.

Direct Cost	$5,255.20

Budget Justification – Year 5

San Francisco Department of Public Health

E. Personnel

(1.0) Principal Investigator/Medical Director (2232) [J. Klausner 5% effort]
(Step V @ $4,027 biweekly x 26.1 weeks = $105,104 x .05 = $5,255.20)

This position will act as the principal investigator for this project and will coordinate and manage all project activities to ensure goals and objectives are met. He will supervise the Study Coordinator, perform data analysis and collaborate with others involved in the project to publish data.

Direct Cost	$5,255.20

TOTAL DIRECT COST YEAR 1 – 5: $ 36,786.40

TOTAL INDIRECT COST YEAR 1 – 5: 20% x $36786.40 = $ 7357.28

TOTAL DIRECT & INDIRECT COST YEAR 1 – 5: $ 44,143.68

Item 4 - File 00-0269

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, the collaborating institution in the project entitled "HIV Prevention Trials Network Leadership Group" to enter into a subcontract in the amount of $7,782 with Family Health International, the primary contractor, which does not include intellectual property indemnification and false claims clauses; retroactive to September 30, 1999.

Subcontract Amount: $7,782

Subcontract Period: September 30, 1999 through August 31, 2000. This is an 11 month Subcontract which is expected to be renewed as a yearly Subcontract for the four years subsequent to August 31, 2000.

Primary Contractor: Family Health International (FHI), a non profit organization

Indirect Costs: $1,073

Description: According to Mr. Paul O'Malley of DPH, for nearly two decades, FHI has been an international leader in developing and evaluating male and female barrier methods for their role in reducing transmission of both sexually transmitted infections and unintended pregnancies. Since 1987, FHI has led the U.S. Agency for International Development's HIV prevention efforts and has helped develop the global strategy to prevent HIV infections. Through its several past and current programs, FHI is working in all regions of the world to provide and evaluate HIV prevention programs.

According to FHI, FHI has increased condom use, improved services to reduce sexually transmitted diseases, decreased parenteral spread of HIV, changed risky behaviors, and provided appropriate care for those infected with HIV as a means to both improving prognosis and decreasing transmission. In 1993, FHI was awarded the International Master Contract by the National Institute of Allergy and Infectious Disease (a part of the

U.S. National Institutes for Health) for the program entitled HIV Network for Prevention Trials (HIVNET). Under HIVNET, FHI has been the international master contractor that oversees studies performed in developing countries. The research itself is conducted by universities, hospitals and other research centers in the countries involved, as well as by a network of collaborating U.S. universities and other research centers.

The proposed resolution would authorize the Department of Public Health, the collaborating institution in the project entitled "HIV Prevention Trials Network Leadership Group" to enter into a subcontract in the amount of $7,782 with FHI, the primary contractor. According to Mr. O'Malley, this subcontract would reimburse Dr. Susan P. Buchbinder, a DPH Senior Physician Specialist class 2232 and Chief of HIV research at DPH, for her role as a member of the HIVNET Executive Committee. In general terms, Dr. Buchbinder will assist HIVNET in establishing a research infrastructure and setting the non-vaccine HIV scientific research agenda for the twenty-first century. More specifically, Dr. Buchbinder would use her expertise to review concept plans and protocols for six areas of AIDS prevention work: perinatal transmission, microbicides, substance use, sexually transmitted diseases, AIDS retroviral therapy, and behavioral research. The executive committee on which she would serve also acts as a liaison to other more broad areas of research.

Budget: The proposed budget for the Subcontract, to be financed by FHI and reimbursed to DPH, is as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5	Completed Project Totals
Protocol Development: Susan Buchbinder 5% FTE	**$6,709**	$7,538	$7,764	$7,869	$8,105	$37,985
Indirect Costs	**1,073**	1,206	1,242	1,259	1,297	6,077
Total	**$7,782**	$8,744	$9,006	$9,128	$9,402	$44,062

Comments: 1. Ms. Barbara Garcia, Deputy Director of Public Health, stated that this resolution is retroactive because DPH received the Subcontract in early January of 2000, which was too late to request Board of Supervisors' approval and authorization before entering into the Subcontract. According to Ms. Garcia, the start date for the Subcontract was September 30, 1999.

2. The proposed resolution would waive: (1) the requirement contained in Sections 6.21 and 21.21 of the City's Administrative Code that the agreement include an indemnification of the City by FHI for the infringement of patent rights; and (2) the requirement contained in Section 6.57(c) of the City's Administrative Code that the agreement include a paragraph reciting the false claim provisions contained in Section 6.57 (a) of the City's Administrative Code. According to Ms. Jean Fraser of the City Attorney's Office, these requirements apply when the City purchases goods or services, not when the City receives funds from a grant. Therefore, Ms. Fraser advises that the waivers in this case are standard and pose minimal risk to the City.

3. The proposed resolution contains a provision that authorizes the Director of Health to enter into similar agreements with FHI if the subcontract recurs or is renewed, without first obtaining Board of Supervisors approval.

Recommendation: Approval of the proposed resolution is a policy matter for the Board of Supervisors since this resolution authorizes the Director of Health to enter into future agreements, similar to the subject agreement, with FHI if the subcontract recurs or is renewed, without obtaining subsequent approval by the Board of Supervisors.

Harvey M. Rose

cc: Supervisor Bierman
Supervisor Brown
Supervisor Yaki
President Ammiano
Supervisor Becerril
Supervisor Katz
Supervisor Kaufman
Supervisor Leno
Supervisor Newsom
Supervisor Teng
Supervisor Yee
Clerk of the Board
Controller
Legislative Analyst
Matthew Hymel
Stephen Kawa
Ted Lakey

City and County of San Fran
Meeting Minutes
Public Health and Environment C

Members: Supervisors Sue Bierman, Amos Brown a.

Acting Clerk: Deborah Muccino

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March 09, 2000 **1:00 PM** **City Hall, Room 263**

Regular Meeting

Members Present: Amos Brown, Michael Yaki.

Members Absent: Sue Bierman.

Meeting commenced.

Meeting commenced at 1:04 p.m.

000279 **[Grant funds to implement clean air vehicle projects of MUNI Railway and Department of Administrative Services, to reduce air pollution from motor vehicles]**

Resolution authorizing the Director of Administrative Services to accept and expend $1,986,000 from the Bay Area Air Quality Management District's Transportation fund for clean air for various projects including one to be developed by the San Francisco Municipal Railway, and authorizing the Directors of Administrative Services and San Francisco Municipal Railway to execute agreements with the Bay Area Air Quality Management District, whereby, the City would indemnify the District from claims resulting from the City's performance of said agreements. (Administrative Services Department)

2/10/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee. Speaker: Rick Ruvolo, Administrative Services Department. Amend the title on page 1 line 2, after accept add "retroactively". On page 2 line 5 after accept add "retroactively".

Resolution authorizing the Director of Administrative Services to accept retroactively and expend $1,986,000 from the Bay Area Air Quality Management District's Transportation fund for clean air for various projects including one to be developed by the San Francisco Municipal Railway, and authorizing the Directors of Administrative Services and San Francisco Municipal Railway to execute agreements with the Bay Area Air Quality Management District, whereby, the City would indemnify the District from claims resulting from the City's performance of said agreements. (Administrative Services Department)

RECOMMENDED AS AMENDED.. by the following vote:

Ayes: 2 - Brown, Yaki
Absent: 1 - Bierman

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000291 **[Authorizing DPH to enter into an agreement with UCSF Stanford Health Care to provide administrative services for UCSF pursuant to its contract with S.F. Health Plan for providing services to Medi-Cal beneficiaries]**

Resolution authorizing the Department of Public Health, Community Health Network (CHN), to enter into an agreement with UCSF Stanford Health Care (UCSF) which does not include intellectual property indemnification and false claims clauses to provide administrative services for UCSF pursuant to its contract with the San Francisco Health Plan for the provision of services to Medi-Cal beneficiaries; retroactive to January 1, 2000. (Department of Public Health)

2/16/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this matter be calendared at the March 9, 2000 meeting.

Heard in Committee. Speaker: Anthony Wagner, Department of Public Health.

RECOMMENDED by the following vote:

Ayes: 2 - Brown, Yaki
Absent: 1 - Bierman

000351 **[Authorizing DPH to enter into a subcontract agreement with Continuum HIV Day Services, the primary contractor, to provide home health services]**

Resolution authorizing the Department of Public Health, Community Health Network, Health at Home Agency, to enter into a subcontract agreement in the amount of approximately $15,000 per year to provide home health services to Continuum HIV Day Services, the primary contractor, which does not include intellectual property indemnification and false claim clauses; retroactive to January 10, 2000. (Department of Public Health)

2/25/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this matter be calendared at the March 9, 2000 meeting.

Heard in Committee. Speaker: Anthony Wagner, Department of Public Health.

RECOMMENDED by the following vote:

Ayes: 2 - Brown, Yaki
Absent: 1 - Bierman

000256 **[Hospital discharge planning]**

Supervisor Bierman

Hearing to consider discharge planning for seniors and people with disabilities leaving the hospital and ways this process can be improved.

2/7/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee. Speakers: Scott Ruble, Aide to Supervisor Bierman; Dorothy Kerr, Senior Action Network; Rusty Brown, Gay and Lesbian Outreach to Elders; Ruth Miller, Senior Action Network; Alan Ferrara, Addus Homecare; Patricia O'Gaffney, Volunteer St. Mary's Women Kind, Cancer Resource Support Group; George Duke, Attorney specializing in elder care; Anna Tsekhamskaya, Social worker, Western Park Apartments; Benson Nadell, Long Term Care Ombusperson; Mitch Jeserich, Independent Living Resource Center; Natasha Boissier, Social worker, Francis of Assissi Senior Community; Bruce Allison; Brandy Kelly; Dr. Elizabeth Edgerly, Director, Alzheimer's Society; Male Speaker; Norma Satten, Health Task Force Planning for Elders in the Central City; Anthony Wagner, Department of Public Health; Jane Eng, Department of Public Health.

CONTINUED TO CALL OF THE CHAIR by the following vote:

Ayes: 2 - Brown, Yaki
Absent: 1 - Bierman

ADJOURNMENT

The meeting adjourned at 2:05 p.m.

.80

/00

Susan Hom
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CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET ANALYST

1390 Market Street, Suite 1025, San Francisco, CA 94102 (415) 554-7642
FAX (415) 252-0461

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March 6, 2000

TO: Public Health and Environment Committee

FROM: Budget Analyst

SUBJECT: March 9, 2000 Public Health and Environment Committee Meeting

Item 1- File 00-0279

Department: Department of Administrative Services (DAS)
Municipal Railway (MUNI)

Item: Resolution authorizing the Director of Administrative Services to accept and expend $1,986,000 from the Bay Area Air Quality Management District's Transportation Fund for Clean Air for various projects including one to be developed by the Municipal Railway, and authorizing the Director of Administrative Services to execute agreements with the Bay Area Air Quality Management District (BAAQMD) whereby the City would indemnify the BAAQMD from claims resulting from the City's performance of said agreements.

Amount: $1,986,000

Source of Funds: A grant for two projects from a funding source within BAAQMD, the Transportation Fund for Clean Air (TFCA).

Description: The proposed grant would partially fund two separate projects. "Project A" is the Natural Gas Vehicle Demonstration Project, which would be funded in the amount of $980,000 and would be administered by DAS. The goal of Project A is to reduce harmful emissions from 14 heavy-duty refuse trucks operated by Norcal Waste Systems, Inc. (operated within the jurisdiction of the City and County of San Francisco). Norcal Waste Systems, Inc. (Norcal) is the parent corporation of Sunset Scavenger Company and Golden Gate Disposal and Recycling Company, two companies which, together, provide all refuse collection and disposal services within the City and County of San Francisco

The second project, "Project B", is the Transit Bus Replacement Project, which would be funded in the amount of $1,006,000. The purpose of this project is to reduce harmful emissions from four MUNI transit buses. Project B also serves the purpose of allowing the Public Transportation Department to test alternative-fuel buses and to determine which model will best suit the needs of San Francisco.

The proposed resolution would authorize the DAS and MUNI to accept and expend a total of $1,986,000 for the acquisition of compressed natural gas (CNG) and diesel/electric hybrid vehicles.

According to the TFCA funding agreement, Project A would consist of DAS and Norcal using $980,000 of the subject grant funds, along with $1,278,953 in matching funds from Norcal, for a total cost of $2,258,953, to assist in the replacement of 14 diesel-powered heavy-duty trucks with 14 clean burning CNG heavy-duty trucks. The total Project A funding of $2,258,953 would be used to cover the incremental cost of acquiring 14 CNG trucks over diesel-powered trucks.

Project B would, according to the TFCA agreement, consist of MUNI using $1,006,000 of the subject grant funds, in addition to $2,161,380 in matching funds from the San Francisco Transportation Authority for a total cost of $3,167,380, to acquire two clean burning CNG buses and two clean burning hybrid diesel/electric buses to be operated as test vehicles. The total Project B funding of $3,167,380 would be used to cover vehicle procurement, fueling, storage and maintenance, engineering support, emissions testing, and evaluation of operational viability for the future of the San Francisco bus fleet.

The subject grant would provide $1,986,000 or approximately 36.6 percent of the total $5,426,333 cost of Projects A and B.

Term of Grant: November 1, 1999 – October 15, 2001 for the $980,000 DAS/Norcal portion of the grant (Project A); March 31, 2000 – May 15, 2002 for the $1,006,000 MUNI portion of the grant (Project B)

Budget: Including the subject grant funds in the amount of $1,986,000 and matching funds in the amount of $3,440,333, the $5,426,333 budget for the Projects A and B is as follows:

		Grant Funds	Matching Funds	Total
Project A:	14 CNG Heavy-Duty Trucks	$980,000	$1,278,953	$2,258,953
Project B:	2 CNG Buses	500,000	870,000	1,370,000
	2 Hybrid Diesel/Electric Buses	506,000	1,291,380	1,797,380
	Sub Total – Project B	1,006,000	2,161,380	3,167,380
Grand Totals – Projects A and B:		**$1,986,000**	$3,440,333	**$5,426,333**

Attachment I, provided by MUNI, contains further details supporting the total Project B cost of $3,167,380. Attachment I further details sources of matching funds for Project B.

Matching Funds: Project A - $1,278,953; Project B - $2,161,380 (See comments 1 and 5)

Indirect Costs: The Department of Administrative Services requests that indirect costs be waived so that grant funds can be applied directly to program costs.

Comments: 1. Regarding Project A, Mr. Rick Ruvolo of the Department of Administrative Services reports that $1,278,953 in matching funds has already been budgeted for this project by Norcal. The Norcal matching funds are budgeted for the acquisition of new vehicles, and would cover the cost of 14 new diesel trucks; the $980,000 in grant funding will be used to cover the incremental cost of the clean burning CNG vehicles diesel vehicles, and will allow Norcal to substitute 14 CNG vehicles for the 14 diesel vehicles already budgeted.

2. According to Mr. Ruvolo, DAS/Norcal expects to receive two bids for the construction of a San Francisco CNG refueling station within the next few weeks. Mr. Ruvolo states that the contracting company will break ground on the station within six months, and that no vehicles will be purchased until 2001, after completion of the CNG refueling station. If unanticipated complications were to prevent construction of the station, DAS/Norcal would not take delivery of the vehicles, and the grant funds in the amount of $980,000 would be available for some other purpose subject to the approval of BAAQMD.

3. As a condition of the grant agreement, Norcal Waste Systems, Inc. must operate the 14 vehicles procured with this grant within the San Francisco Bay Area Air Basin for a minimum of ten years.

4. According to Mr. Ruvolo, the proposed resolution should be made retroactive because DAS received the Funding Agreement (pertaining to Project A) too late to request Board of Supervisor's approval and authorization before entering into the agreement.

5. Regarding Project B, Mr. Mark Goldstein of MUNI reports that matching funds in the amount of $870,000 from the TFCA Program Manager fund and $1,291,380 in matching funds will be from Proposition B Sales Tax revenue through the San Francisco Transportation Authority.

6. Attachment II, provided by MUNI, provides a schedule for implementation of Project B. Both the schedule for the diesel/electric hybrid busses and the schedule for the CNG busses are incorporated in the Funding Agreement entered into by BAAQMD and MUNI.

7. The proposed resolution contains an indemnification and hold harmless clause in which the City would indemnify and hold harmless the Bay Area Air Quality Management District from any claims or actions resulting from the performance by the City of its duties under the agreement. According to Ms. Robin Reitzes of the City Attorney's Office, the indemnification and hold harmless clause is not unreasonable and is commonly required by grant funding agencies.

BOARD OF SUPERVISORS
BUDGET ANALYST

8. A Grant Application Information Form, provided by the Office of the Director of Administrative Services, is shown as Attachment III to this report. A Disability Access Checklist, which is required by the Board of Supervisors, is incorporated therein.

Recommendations: 1. Amend the resolution to provide for retroactivity.

2. Approve the proposed resolution.

MUNI

Potential Budget and Funding Schedule for Alternative Fuels Demonstration Project

	Fund Source			
DEDICATED CNG VEH.	**TFCA Regional Fund**	**TFCA Program Manager**	**Proposition B or Other Funds**	**TOTAL**
R&D Phase			$30,000	$30,000
Vehicle Procurement	$200,000	$425,000	$75,000	$700,000
Fueling/Maint/etc. for CNG	$200,000	$20,000		$220,000
MUNI Eng/Support	$100,000	$90,000		$190,000
Testing & Evaluation Equip.		$50,000		$50,000
Contingency			$180,000	$180,000
Total	$500,000	$585,000	$285,000	$1,370,000

	Fund Source			
DSL HYBRID VEHICLES	**TFCA Regional Fund**	**TFCA Program Manager**	**Proposition B or Other Funds**	**TOTAL**
R&D Phase			$75,000	$75,000
Vehicle Procurement	$506,000		$732,380	$1,238,380
Fueling/Maint/etc. for CNG			$0	$0
MUNI Eng/Support			$175,000	$175,000
Testing & Evaluation Equip.			$125,000	$125,000
Contingency			$184,000	$184,000
Total	$506,000	$0	$1,291,380	$1,797,380

Total Project:	$3,167,380

Assumes 4 vehicles: 2 dedicated CNG, 2 hybrid Diesel/Electric
Proposition B funding through Vehicles Line Item, TA #16

Total Project Costs By Phase	
R&D Phase	$105,000
Vehicle Procurement	$1,938,380
Fueling/Maint/etc. for CNG	$220,000
MUNI Eng/Support	$365,000
Testing & Evaluation Equip.	$175,000
Contingency	$364,000
Total	$3,167,380

Total Funding By Source

TFCA Regional Fund	TFCA Program Manager	Proposition B or Other Funds	TOTAL
$1,006,000	$585,000	$1,576,380	$ 3,167,380
32%	18%	50%	100%

ATTACHMENT B
PROJECT DESCRIPTION

The TFCA funding application dated June 30, 1999, is incorporated herein by this reference.

Project Title: Transit Bus Replacement - 2 Diesel/Electric Hybrid Buses

Project Description: The City and County of San Francisco, by and through its Public Transportation Department will purchase two new transit buses powered by electricity and will contain an auxiliary power unit (APU) powered by diesel to replace two existing diesel powered transit buses. The APU will be used for the generation of electricity and may not provide direct motive power to the bus drive train. The APU must be certified by the California Air Resources Board (CARB) to emit no more than 2.0 grams per brake horsepower hour of oxides of nitrogen. In lieu of certification, the Air District will accept an experimental waiver issued by CARB.

Project Schedule:

Project Start Date: March 31, 2000
Project Completion Date: May 15, 2002

Project Milestones:

March 31, 2000	City enters into contract for two diesel/electric hybrid transit buses.
March 31, 2001	Two diesel/electric hybrid transit buses delivered to City; one-year test period begins.
May 15, 2002	Final report submitted to Air District.

Project Goal: The goal of this project is to reduce emissions of ozone precursors from two transit buses used by the City and County of San Francisco, by and through its Public Transportation Department.

ATTACHMENT B
PROJECT DESCRIPTION

Project Title: Transit Bus Replacement - 2 CNG Buses

Project Description: The City and County of San Francisco, by and through its Public Transportation Department will purchase two new transit buses powered by compressed natural gas to replace two existing diesel powered transit buses. The CNG transit buses will be powered by engines that have demonstrated oxides of nitrogen emissions of no more than 3.0 grams per brake horsepower hour through the California Air Resources Board certification process.

Project Schedule:

Project Start Date:	March 31, 2000
Project Completion Date:	May 15, 2002

Project Milestones:

March 31, 2000	City enters into contract for two CNG transit buses.
March 31, 2001	Two CNG transit buses delivered to City; one-year test period begins.
May 15, 2002	Final report submitted to Air District.

Project Goal: The goal of this project is to reduce emissions of ozone precursors from two transit buses used by the City and County of San Francisco, by and through its Public Transportation Department.

File Number: ____________________
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Alternative Fuels Demonstration Projects A (DASNorcal) and B (MUNI)

2. Department: Administrative Services/SF Municipal Railway

3. Contact Person:

	Telephone:
Rick Ruvolo (DAS)	554-6184
Mark Goldstein (MUNI)	923-2621

4 Grant Approval Status (check one):

[x] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: A+B=$1,986,000

6a. Matching Funds Required: A:$1,280,000 (DAS)
B:$1,576,380 (MUNI)

b. Source(s) of matching funds (if applicable):

A: Norcal & City Approved Solid Waste Rate
B. Prop. B sales tax revenue from SFCTA in the amount of $1,291,380 and $285,000 in SFCTA-administered TFCA Program Manager Funds

7a. Grant Source Agency: Bay Area Air Quality Management District (BAAQMD)

b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary:
A. DAS/Norcal proposes to use the grant funds to pay the incremental cost of 13-14 liquefied natural gas (LNG) heavy duty transfer trucks.

B.MUNI proposes to implement demonstration project to procure and test alternative fuel transit vehicles in revenue service. Four coaches, 2 CNG and 2 hybrid electric diesel, will be placed in revenue service and evaluated for sufficiency in operation and performance standards to determine if such vehicles, in the future, are appropriate to consider for inclusion in the Municipal Railway's revenue service coach fleet.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

	Start-Date:	End-Date:
A DAS/Norcal	November 1, 1999	~~December 15, 2000~~ October 15, 2001
B. MUNI	March 31, 2000	May 15, 200~~1~~ 2002 3/6/00

(Tom Adams) for Rick Ruvolo
3/6/00

10. Number of new positions created and funded: 0

11. If new positions are created, explain the disposition of employees once the grant ends?
N/A

12a. Amount budgeted for contractual services:

A. DAS/Norcal:$0
B. MUNI: $220,000 (fuel), $1938,380 (vehicle procurement) and $364,000 (testing/evaluation)

12b. Will contractual services be put out to bid? Yes
12c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? Yes.

12d. Is this likely to be a one-time or ongoing request for contracting out?
One time.
13a. Does the budget include indirect costs? [ ] Yes [x] No

b1. If yes, how much? $ N/A
b2. How was the amount calculated?

c. If no, why are indirect costs not included?
[ ] Not allowed by granting agency [x] To maximize use of grant funds on direct services
[ ] Other (please explain):

14. Any other significant grant requirements or comments:

Disability Access Checklist*

15. This Grant is intended for activities at (check all that apply):

[ ] Existing Site(s)
[ ] Rehabilitated Site(s)
[ ] New Site(s)
[ ] Existing Structure(s)
[ ] Rehabilitated Structure(s)
[ ] New Structure(s)
[x] Existing Program(s) or Service(s)
[ ] New Program(s) or Service(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:
Both projects involve the use of cleaner, less polluting fuels in existing solid waste and MUNI services.

Departmental or Mayor's Office of Disability
Reviewer: [illegible], Director, MOD
(Name)

Date Reviewed: 4 February 2000

Department Approval: William Lee (Name) City Administrator (Title)

William Lee
(Signature)

Item 2 - File 00-0291

Department: Department of Public Health

Item: Resolution authorizing the Department of Public Health, Community Health Network, to enter into an agreement to provide administrative services for UCSF pursuant to its contract with the San Francisco Health Plan for the provision of services to Medi-cal beneficiaries; retroactive to January 1, 2000

Description: In November of 1994, the San Francisco Health Plan (SFHP) was formed as the Local Initiative component of the State Department of Health Services' Medi-Cal Managed Care Two Plan Model for providing managed care health services to Medi-Cal eligible persons. The SFHP contracted with other local hospitals and health care providers for providing direct services to Medi-Cal recipients.

As one of the health care providers under the SFHP, the Department of Public Health created the Community Health Network of San Francisco (CHN) to serve as the clinical service delivery division for DPH. The goal of CHN is to provide quality health care in the managed care environment through an integrated delivery system.

In order to provide better service to its customers, CHN created the Administrative Services Organization, a division within CHN that provides administrative services for the physicians and other service providers who work for CHN. These administrative functions include customer eligibility and enrollment, claims processing, member and provider customer service, financial management, management of information systems, and the mandatory reporting of activities to SFHP.

In order to expand its role and further develop provider partners in Medi-Cal managed care markets in San Francisco, CHN has negotiated an agreement with UCSF to have the CHN, through the Administrative Services Organization, provide administrative services to SFHP enrollees who selected UCSF as their primary provider. Under the proposed agreement, CHN would provide administrative services to UCSF for their SFHP enrollees.

In turn, UCSF would pay CHN an administrative fee equal to eleven percent of the monthly revenues received from SFHP during the first year of the agreement, and ten percent of the monthly revenues after the first year. According to Mr. Anthony Wagner, Executive Administrator of CHN, the revenues remitted to CHN would cover the expenses incurred in providing administrative services to UCSF.

The agreement also includes a provision regarding indemnification. The indemnification provision is a mutual hold harmless provision in which each party, DPH and UCSF, indemnifies the other against its own liability, but only in the proportion and to the extent of its own liability. According to Ms. Kathleen Murphy of the City Attorney's office, the provision is standard in agreements of this nature, and poses no undue risk to the City and County of San Francisco.

Comments:

1. According to Ms. Joanne Burik of the CHN Administrative Services Organization, the administrative fee was calculated based on the competitive market value of the services provided. As noted above, such fees will cover all expenditures necessary to provide services to UCSF.

2. According to Ms. Burik, although the proposed resolution was presented to the Health Commission in a timely fashion, said resolution is retroactive because CHN required a large volume of preliminary work be done to ensure its capacity to perform required services. Additionally, the level of activity in UCSF's contract office was a source of delay, as UCSF is involved in the dissolution of its relationship with Stanford Health Care.

3. The proposed resolution would waive: (1) the requirement contained in Sections 6.21 and 21.21 of the City's Administrative Code that the agreement include an indemnification of the City by FHI for the infringement of patent rights; and (2) the requirement contained in Section 6.57(c) of the City's Administrative Code that the agreement include a paragraph reciting the false claim provisions contained in Section 6.57 (a) of the City's Administrative Code. According to Ms. Jean Fraser of the City Attorney's Office, these requirements apply when the City purchases goods or services, not when the City receives funds from a

grant. Therefore, Ms. Fraser advises that the waivers in this case are standard and pose minimal risk to the City.

4. The proposed resolution contains a provision that authorizes the Director of Health to enter into similar agreements with UCSF if the contract recurs or is renewed, without first obtaining Board of Supervisors approval.

5. According to Ms. Murphy, the subject agreement is very similar to two agreements entered into in March of 1997, one between CHN and St. Luke's Physician Hospital Organization and one between CHN and the Chinese Community Health Plan. Such agreements included mutual indemnification and likewise waived Sections 6.21 and 21.21 of the Administrative Code. The Board of Supervisors approved both agreements.

Recommendation: Approve the proposed resolution.

Item 3 - File 00-0351

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, Community Health Network, Health at Home Agency (HHA), to enter into a subcontract agreement in the amount of approximately $15,000 per year to provide home health services to Continuum HIV Day Services (Continuum), the primary contractor, which does not include intellectual property indemnification and false claims clauses; retroactive to January 10, 2000.

Subcontract Amount: Approximately $15,000

Subcontract Period: January 10, 2000 through January 10, 2001. The subcontract is automatically renewed annually, unless terminated by either party.

Primary Contractor: Continuum HIV Day Services, a non-profit organization

Description: Continuum is a non-profit organization which, relying entirely on donated funds, provides home health care and an improved quality of life for persons afflicted with AIDS.

Health at Home is the home health provision agency of the Department of Public Health, Community Health Network. HHA provides comprehensive health care to the neediest of San Francisco's residents, including persons afflicted with AIDS.

The proposed resolution would authorize DPH to enter into a subcontract agreement for approximately $15,000 per year with Continuum, whereby HHA would provide Continuum with service providers and Continuum would reimburse HHA for the cost of such services. These service providers, which would be used for Continuum's AIDS Case Management Programs, include home health attendants, homemakers, occupational and physical therapists, and registered nurse personnel. Continuum would reimburse HHA monthly for services rendered according to the following rate schedule:

Reimbursable Service Delivery Cost:		Amounts:
Skilled Nursing (RN),		$34.00 per hour
Attendant Care (HHA)	7am-3pm	$15.50 per hour
	3am-11pm	$16.00 per hour
	11pm-7am	$16.50 per hour
Skilled Nursing LVN		$26.00 per hour
Occupational Therapy		$34.00 per hour
Physical Therapy		$34.00 per hour
Speech Therapy		$34.00 per hour

Budget:

According to Ms. Katherine Eng of HHA, it is not possible to generate a specific budget, as demand for home health care fluctuates from year to year. Based on previous years, however, Ms. Eng believes that approximately $15,000 worth of HHA services will be required by Continuum during the subcontract period.

Comments:

1. Mr. Anthony Wagner, Executive Administrator of the Community Health Network states that this resolution is retroactive because DPH received the Subcontract too late to request Board of Supervisors' review and approval. According to Mr. Wagner, the start date for the Subcontract was January 10, 2000.

2. The proposed resolution would waive: (1) the requirement contained in Sections 6.21 and 21.21 of the City's Administrative Code that the agreement include an indemnification of the City by Continuum for the infringement of patent rights; and (2) the requirement contained in Section 6.57(c) of the City's Administrative Code that the agreement include a paragraph reciting the false claim provisions contained in Section 6.57 (a) of the City's Administrative Code. According to Ms. Kathleen Murphy of the City Attorney's Office, these provisions are not applicable to this subcontract, and in this instance waiving them poses no threat and creates no liability to the City and County of San Francisco.

3. The proposed resolution contains a provision that authorizes the Director of Health to enter into similar agreements with Continuum if the subcontract recurs or is renewed, without first obtaining Board of Supervisors approval. This provision of the proposed agreement is similar to other agreements which the Board of Supervisors has recently approved.

Recommendation: Approve the proposed resolution.

Ken Bruce

for Harvey M. Rose

cc: Supervisor Bierman
Supervisor Brown
Supervisor Yaki
President Ammiano
Supervisor Becerril
Supervisor Katz
Supervisor Kaufman
Supervisor Leno
Supervisor Newsom
Supervisor Teng
Supervisor Yee
Clerk of the Board
Controller
Legislative Analyst
Stephen Kawa
Ted Lakey

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City and County of San Fra
Meeting Minutes
Public Health and Environment

Members: Supervisors Sue Bierman, Amos Brow

Acting Clerk: Deborah Muccino

GOVERNMENT DOC SECTION
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Thursday, March 23, 2000 **1:00 PM** **City Hall, Room 263**

Regular Meeting

Members Present: Amos Brown, Michael Yaki.

Members Absent: Sue Bierman.

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MEETING CONVENED

The meeting convened at 1:21 p.m.

000353 **[Grant from the Community Endowment for the Partner Support Program II, a 3-year comprehensive teen pregnancy prevention program at Balboa High School]**

Resolution authorizing the Department of Public Health, Community Health Network, Primary Care, to accept retroactively and expend a grant in the amount of $370,185 from the Community Endowment, for the Partner Support Program II at Balboa High School and to enter into an agreement which does not include intellectual property indemnification and false claims clauses; providing for ratification of action previously taken. (Public Health Department)

2/28/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this matter be calendared at the March 23, 2000 meeting.

Heard in Committee. Speaker: Michael Baxter, Director, Balboa Teen Health Center, Community Health Network, Department of Public Health.

RECOMMENDED.. by the following vote:

Ayes: 2 - Brown, Yaki
Absent: 1 - Bierman

000035 **[Emergency Room Admissions]**

Supervisor Newsom

Hearing to consider the growing number of emergency room admissions for soft tissue infections at San Francisco General Hospital.

1/4/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee. Speakers: Supervisor Newsom; Joshua D. Bamberger, MD, MPH, Urban Community Health, Department of Public Health; Chris Wachsmuth, San Francisco General Hospital; Dan Ciccarone, MD, Urban Health Study; David Young, MD, Chief of Plastic Surgery, San Francisco General Hospital; Linette Martinez, Physician, Tom Waddel Clinic; Tracey Helton, SAGE Project; Frederick Hobson, Drug Abuse Advisory Board; Stuart Smith, Vice Chair, City-Wide Alcoholism Advisory Board; Tom Gomez.

CONTINUED TO CALL OF THE CHAIR by the following vote:

Ayes: 2 - Brown, Yaki
Absent: 1 - Bierman

000168 **[Common Sense Drug Policy]**

Supervisor Newsom

Hearing on common sense drug policy approaches that may be appropriate to reduce the number of heroin-related overdose fatalities within the City and County of San Francisco.

1/24/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee. Speakers: Supervisor Newsom; Joshua D. Bamberger, MD, MPH, Urban Community Health, Department of Public Health; Andrew Moss, San Francisco General Hospital, Epidemiology Department; Karen Seal, Physician, Urban Health Study; Robert Swarner, Paramedic, Santa Cruz County; Josefina Jimenez, student, Hastings College of the Law, Lindesmith Center; Ro Guliano, San Francisco Needle Exchange; Jennifer Friedenbach, Coalition on Homelessness and Treatment on Demand Planning Council; Rachel McLean, Haight Ashbury Youth Outreach Team; Tom Gomez; Tracey Helton, SAGE Project; Stuart Smith, Vice Chair, City-Wide Alcoholism Advisory Board; Frederick Hobson, Drug Abuse Advisory Board.

CONTINUED TO CALL OF THE CHAIR by the following vote:

Ayes: 2 - Brown, Yaki
Absent: 1 - Bierman

ADJOURNMENT

The meeting adjourned at 3:05 p.m.

.80
3/00

Susan Hom
Government Documents Section
Main Library

CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET ANALYST

1390 Market Street, Suite 1025, San Francisco, CA 94102 (415) 554-7642
FAX (415) 252-0461

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March 20, 2000

TO: Public Health and Environment Committee

FROM: Budget Analyst

SUBJECT: March 23, 2000 Public Health and Environment Committee Meeting

Item 1 – File 00-0353

Department:	Department of Public Health (DPH)
Item:	Resolution authorizing the Department of Public Health, Community Health Network, to accept retroactively and expend a grant in the amount of $370,185 from The California Endowment, for the Partner Support Program II at Balboa High School and to enter into an agreement which does not include intellectual property indemnification and false claims clauses; providing for ratification of action previously taken.
Grant Amount:	$370,185
Grant Period:	February 1, 2000 through January 31, 2003 (three years)
Source of Funds:	The California Endowment, a philanthropic organization
Project:	The Partner Support Program II (PSP II)
Description:	According to Ms. Jan Murphy, Administrator of the Primary Care Division, Community Health Network, PSP II would be a continuation of the "Partner Support Program: An Integrated Peer/Adult Support and

Education Program for Prevention of Teen Pregnancy," which began in 1996, funded by the San Francisco Foundation. The purpose of PSP was to reduce pregnancy and sexually transmitted disease rates among high schools students through counseling and education. Under the program, pairs of students would meet with adult counselors in a 10-session program. In a Final Report, required by the San Francisco Foundation, Dr. Bonnie Halpern-Felsher of UCSF concludes "...it is clear that adolescents' attitudes and self-efficacy improved dramatically" as a result of the program.

The goals of PSP II would be, generally to build on the work PSP has done, with a focus on adolescent sexuality, academic success, and preparation for the world of work. Specifically, some of the goals for participants in PSP II are to:

- Increase contraception use by 25%
- Increase grade improvement in one area of study by 75%
- Achieve 50% job/volunteer application process and placement
- Increase male involvement from 10% to at least 25%

Approval of the proposed resolution would authorize DPH to accept and expend $370,185 from The California Endowment for implementation of PSP II. Approval would also ratify the action taken by DPH in receiving and accepting the grant award.

Positions Created: The proposed resolution would authorize the creation of two new full time positions, an Assistant Health Educator (2819) and a Health Worker II (2586). The proposed resolution contains a provision urging the Controller to designate the positions created under the grant as "G", or grant-funded positions, which would terminate when the grant expires. The subject grant would also partially fund one existing position (Data Entry Clerk, FTE 0.25).

Budget: The budget for the proposed grant is as follows:

Personnel	Year 1	Year 2	Year 3
2819 Assistant Health Educator (1.0 FTE)	$45,962	$48,258	$50,660
2586 Health Worker II (1.0 FTE)	35,365	37,088	38,915
2819 &2586 Benefits @ 23%	18,705	19,630	20,602
9924 Data Entry Clerk (.25 FTE non-benefited)	6,500	6,500	6,500
Subtotal: Personnel	106,532	111,476	116,677
Operating Expenses	3,000	3,000	1,500
Consultant expenses – External Evaluator @ $40/hr	10,000	8,000	10,000
TOTAL BUDGET	$119,532	$122,476	$128,177
TOTAL 3-YEAR BUDGET			**$370,185**

Attachment I provides further details regarding project expenses.

Matching Funds: None

Indirect Costs: None allowed under the terms of the grant.

Comments:

1. The proposed resolution would authorize the Director of Health, without subsequent approval by the Board of Supervisors, to enter into similar agreements with California Endowment if the grant recurs or is renewed. This program, if funding continues, would become a continuing grant in the DPH annual budget.

2. According to Executive Administrator Anthony Wagner of DPH, the grant resolution is retroactive to accept these funds because DPH has already applied for and received the award.

3. The proposed resolution would waive: (1) the requirement contained in Sections 6.21 and 21.19 of the City's Administrative Code that the agreement include an

indemnification of the City by California Endowment for the infringement of patent rights and other intellectual property rights; and (2) the requirement contained in Section 6.57(c) of the City's Administrative Code that the agreement include a paragraph prohibiting and penalizing the submission of false claims.

4. DPH has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

5. Attachment II to this report is a Grant Application Information Form, provided by DPH.

Recommendations: 1. Approval of the proposed resolution is a policy matter for the Board of Supervisors since this resolution authorizes the Director of Health to enter into future agreements, similar to the subject agreement, with California Endowment if the grant recurs or is renewed, without obtaining approval from the Board of Supervisors.

Harvey M. Rose

cc: Supervisor Bierman
Supervisor Brown
Supervisor Yaki
President Ammiano
Supervisor Becerril
Supervisor Katz
Supervisor Kaufman
Supervisor Leno
Supervisor Newsom
Supervisor Teng
Supervisor Yee
Clerk of the Board
Controller
Legislative Analyst
Stephen Kawa
Ted Lakey

Attachment I
Page 1 of 2

S.F. GEN. ACCOUNTING DEPT
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Balboa Teen Health Center Budget
Partner Support Program Budget and Budget Justification
11.1.99 – 10.31.02

PERSONNEL EXPENSES	**YR 1**	**YR 2**	**YR 3**
2819 **Assistant Health Educator** (1.0 FTE)	$ 45,962	$ 48,258	$ 50,660
Responsibilities include: program coordination and evaluation; facilitation of assessment, core program and follow-up activities; as well as supervision of Health Worker II.			
2586 **Health Worker II** (1.0 FTE)	$ 35,365	$ 37,088	$ 38,915
Responsibilities include: facilitation of assessment, core program and follow-up activities, participation in data collection and evaluation.			
2819 & 2586 **Fringe Benefits** @ 23%	$ 18,705	$ 19,630	$ 20,602
9924 **Data Entry Clerk** (0.25 FTE non-benefitted)	$ 6,500	$ 6,500	$ 6,500
Responsibilities include: all data entry for program and support to the evaluator.			
SFSU **Health Education Intern** (s)	In-kind	In-kind	In-kind
TOTAL PERSONNEL	**$ 106,532**	**$ 111,476**	**$ 116,677**
OPERATING EXPENSES	**YR 1**	**YR 2**	**YR 3**
Participant Incentives	$ 2,500	$ 2,500	$ 1,250
Used for the purchase of food items, movie tickets and gift certificates.			
Educational Materials	$ 500	$ 500	$ 250
TOTAL OPERATING EXPENSES	**$ 3,000**	**$ 3,000**	**$ 1,500**
TOTAL DIRECT COSTS	**$ 109,532**	**$ 114,476**	**$ 118,177**

Balboa Teen Health Center Budget
Partner Support Program Budget and Budget Justification
11.1.99 – 10.31.02

CONSULTATION EXPENSES	YR 1	YR 2	YR 3
External Evaluator @ $40/hr	$ 10,000	$ 8,000	$ 10,000
Responsibilities include: 250 hours of consultant time / 200 hours in Year 2; intensive initial period for evaluative tool development and piloting; ongoing technical support; mid-year and intensive year-end analysis; and Year 3 intensive project-end evaluation.			
TOTAL BUDGET	**$ 119,532**	**$ 122,476**	**$ 128,177**
TOTAL 3-YEAR BUDGET	**$ 370,185**		

Attachment II
Page 1 of 2

File Number: ____________________

Grant Application Information Form

A document required to accompany a proposed resolution
Authorizing a Department to Accept & Expend Grant Funds

To: The Board of Supervisors
Attn. Clerk of the Board

The following describes the grant referred to in the accompanying resolution:

1. Department, Division, & Branch: Community Health Network, Balboa Teen Center.

2. Contact Person: Michael Baxter. Telephone: 469-4512

3. Project Title: Partner Support Program II

4. Grant Source Agency: The California Endowment

5. Type of Funds (Circle): Federal Federal-State (Pass-Through) State Local Private

6. Proposed (New/Continuation) Grant Project Summary The Balboa Teen Health Center Partner Support Program II is a comprehensive teen pregnancy prevention program which includes a focus in three areas: (1) adolescent sexuality; (2)academic success; and, (3) preparation for the world of work. Measurable objectives will show an increase in contraceptive use, grade improvement, successful completion of work or college application forms, and increased program involvement on the part of young men. Funding is for three years.

7. Amount of Grant Funding Applied For: $370,185

8. Maximum Funding Amount Available (at time of application): $370,185.

9. Required Matching Funds? (Circle): Yes No Cash In-kind

   If yes, list dollar amount and identify source of Matching Funds in Department Budget:
   N/A

10. Number of new positions created and funded: Two

11. If new positions are created, explain the disposition of employee(s) once the grant ends:
    Continued funding will be sought through other foundations and/or state/federal agencies.

12. Are indirect costs eligible costs for this grant? (Circle): Yes No

    If yes, please identify the amount of $s in indirect costs: Not applicable.

13. Amount to be spent on contractual services: $28,000 over three years

14. a.) Will contractual services be put out to bid? (Circle): Yes: No

b.) If so, will contract services help to further the goals of the department's MBE/WBE requirements? : Not applicable

15. Is this request for contracting out likely to be: **One Time** or Ongoing?

16. Term of Grant: Start-Date: 2/1/2000 End-Date: 1/31/2003

17. Date You Were Notified That This Funding Was Available: 2/99

18. Grant Application Due Date: 12/99

19. Grant Funding Guidelines and Options (selected from RFP, grant announcement or appropriations legislation): Grantee shall provide The Endowment with: reasonable advance notice of any meetings or activities specifically related to the planning and implementation process; written progress and status reports; a final summary report of activities, results of evaluations conducted, number and type of individuals served, and a year-end or project-and budget report upon completion of grant program. The final report is due February 28, 2003.

20. Department Head Approval: **Mitchell Katz, M.D., Director of Health**
(To be obtained by Grant Manager)

Signature

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City and County of San Francisco
Meeting Minutes
Public Health and Environment Committee

Members: Supervisors Sue Bierman, Amos Brown and Michael Yaki

Acting Clerk: Deborah Muccino

March 27, 2000 **9:30 AM** **City Hall, Room 263**

Special Meeting

Members Present: Amos Brown, Michael Yaki.

Members Absent: Sue Bierman.

Meeting Convened

Meeting convened at 9:36 a.m.

000475 **[Exclude Disorderly Patrons from Stadiums; Emergency Ordinance]**

Supervisor Yaki

Ordinance amending Police Code by adding Sections 148 and 149, providing authority to the San Francisco Police Department to exclude persons acting in a disorderly fashion from stadiums holding more than 25,000 patrons, an emergency ordinance.

(Adds Sections 148 and 149.)

3/20/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Sponsor requests this item be scheduled for consideration at the March 27, 2000 special meeting.

Heard in Committee. Speakers: Ted Lakey, City Attorney; Jack Bair, Senior Vice President, San Francisco Giants; Male Speaker. Committee waived Rule 5.29 and determined that the ordinance is of an urgent nature and that the public has not been significantly disadvantaged by the lack of availability of the text at least 7 days prior to the committee hearing. To Board as a Committee Report, Monday, March 27, 2000.

RECOMMENDED AS COMMITTEE REPORT by the following vote:

Ayes: 2 - Brown, Yaki
Absent: 1 - Bierman

ADJOURNMENT

Meeting adjourned at 9:46 a.m.

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City and County of San Francisco
Meeting Minutes
Public Health and Environment Committee

Members: Supervisors Sue Bierman, Amos Brown and Michael Yaki

Acting Clerk: Deborah Muccino

City Hall
1 Dr. Carlton B.
Goodlett Place
San Francisco, CA
94102-4689

April 13, 2000 **1:00 PM** **City Hall, Room 263**

Regular Meeting

Members Present: Sue Bierman, Amos Brown, Michael Yaki.

Meeting Convened

Meeting convened at 1:01 PM. Supervisor Brown was noted present at 1:08 PM.

000453 **[Grant funds to enable the Metropolitan Medical Response System to address chemical and biological threats or attacks more effectively]**

Resolution authorizing the Department of Public Health, Population Health and Prevention Division, Community Health and Safety Services, to accept and expend a grant of $23,210 from the State Department of Health Services for the public health preparedness and response to bioterrorism grant and to enter into an agreement which does not include intellectual property indemnification and false claims clauses; waiving indirect costs. (Public Health Department)

3/13/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this matter be calendared at the March 23, 2000 meeting.

Heard in Committee. Speakers: Jorge Palafax, Department of Public Health; Dr. Karen Holbrooke.

RECOMMENDED.. by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Brown

000454 **[Grant funds to increase detoxification capacity from a current total of 10 beds to 22 beds to meet high demands for substance abuse services]**

Resolution authorizing the Department of Public Health, Population Health and Prevention Division, Community Substance Abuse Services, to accept retroactively and expend grant funds of $475,000 from the Center for Substance Abuse Treatment (CSAT), Substance Abuse and Mental Health Services Administration (SAMHSA) for the Community Based Medically Managed Detoxification Program pursuant to the terms and conditions of the grant award. (Public Health Department)

3/13/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this matter be calendared at the March 23, 2000 meeting.

Heard in Committee. Speaker: Jim Stillwell, Department of Public Health.

RECOMMENDED.. by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Brown

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000526 **[Grant for the HIV/AIDS intervention prevention and care services for three State Department of Corrections facilities and the San Francisco City and County jail system]**

Resolution authorizing the Department of Public Health, Population Health and Prevention Division, HIV Health Services, to accept and expend grant funds of $1,099,869 from the California HIV Education and Prevention Services Branch, Office of AIDS, for demonstration project for incarcerated individuals within correctional settings and the community to enter into an agreement which does not include patent infringement indemnification and false claims clauses. (Public Health Department)

3/27/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this matter be calendared at the April 13, 2000 meeting.

Heard in Committee. Speaker: Billy Pick, Department of Public Health. Amended the title on page 1 line 3, after accept add "retroactively".

Resolution authorizing the Department of Public Health, Population Health and Prevention Division, HIV Health Services, to accept retroactively and expend grant funds of $1,099,869 from the California HIV Education and Prevention Services Branch, Office of AIDS, for demonstration project for incarcerated individuals within correctional settings and the community to enter into an agreement which does not include patent infringement indemnification and false claims clauses. (Public Health Department)

RECOMMENDED AS AMENDED.. by the following vote:

Ayes: 3 - Bierman, Brown, Yaki

000520 **[Authorizing DPH to enter into an agreement with UCSF to evaluate treatment on demand for substance abuse and to support the research activities of this project]**

Resolution authorizing the Department of Public Health, Population Health and Prevention, Community Substance Abuse Services, to enter into a subcontract with the University of California San Francisco Institute of Health Policy Studies, the primary contractor, in the amount of $246,500 to evaluate treatment on demand policies which includes rights in data clauses and does not include intellectual property indemnification and false claims clauses; retroactive to September 28, 1999. (Public Health Department)

3/22/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this matter be calendared at the April 13, 2000 meeting.

Heard in Committee. Speaker: Jim Stillwell, Department of Public Health.

RECOMMENDED by the following vote:

Ayes: 3 - Bierman, Brown, Yaki

000392 **[Resource Conservation and Recycling Practices]**

Supervisors Ammiano, Bierman

Ordinance amending Administrative Code by adding Chapter 21A, imposing requirements on City departments to plan for and improve resource conservation and recycling practices.

(Adds Chapter 21A.)

3/6/00, ASSIGNED UNDER 30 DAY RULE to Public Health and Environment Committee, expires on 4/5/2000.

Heard in Committee. Speakers: David Assmann, Solid Waste Management Program; Tomas Lee, Aide to Supervisor Ammiano.

RECOMMENDED by the following vote:

Ayes: 3 - Bierman, Brown, Yaki

ADJOURNMENT

The meeting adjourned at 1:14 PM.

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CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET ANALYST

1390 Market Street, Suite 1025, San Francisco, CA 94102 (415) 554-7642
FAX (415) 252-0461

April 10, 2000

TO: Public Health and Environment Committee

FROM: Budget Analyst

SUBJECT: April 13, 2000 Public Health and Environment Committee Meeting

Item 1 - File 00-0453

Department: Department of Public Health

Item: Resolution authorizing the Department of Public Health, Population Health and Prevention Division, to accept and expend a grant of $23,210 from the State Department of Health Services for the Public Health Preparedness and Response to Bioterrorism Grant, and to enter in an agreement which does not include intellectual property indemnification and false claims clauses; waving indirect costs.

Grant Amount: $23,210

Grant Period: October 1, 1999 through September 30, 2000 (one year) (See Comment No. 1)

Source of Funds: California State Department of Health Services

Description: The subject grant of $23,210 would be used to partially fund the City's Metropolitan Medical Response System to respond to the threat of bioterrorism and biological warfare. In 1997, the Federal Department of Health and Human Services created the Metropolitan Medical

Response System Program, and San Francisco was one of the urban areas selected to participate. Since then, the City's Department of Public Health (DPH) has worked with the Emergency Communications, Police, and Fire Departments to create a plan for responding to potential bioterrorist attacks.

The subject $23,210 in grant monies would fund the computer hardware and software needed to create a rapid electronic notification system. This system would make immediately available to DPH, and to the other participating City departments listed above, diagnostic information needed to track and respond to bioterrorist attacks.

Budget: The budget for the subject grant funds of $23,210 is as follows:

Operating Expenses	
Training (See Comment No. 2)	$1,728
Operating Subtotal	$1,728
Equipment	
(See Attachment I, provided by DPH, for details)	
Computer Hardware & Software	21,483
Equipment Subtotal	$21,482
Total Budget	**$23,210**

Attachment I, provided by DPH, contains details to support the budget shown above.

Matching Funds: None

Indirect Costs: Indirect costs would be waived (See Comment No. 4)

Comments:

1. The grant period is for one year, commencing on October 1, 1999 and concluding on September 30, 2000. According to Mr. Jorge Palafox of DPH, DPH has not yet accepted or expended the subject grant.

2. According to Mr. Palafox, the funds of $1728 allocated for Training in the budget shown above will be used to create materials needed to train approximately 50

individuals to use the computer systems funded by the subject grant. These materials include computer manuals, slides, and reproduction. The individuals to be trained would come from DPH, as well as from other City departments and non-City organizations participating in the Metropolitan Medical Response System Program.

3. Mr. Palafox advises that installation and maintenance costs for the new computer equipment will be absorbed in the DPH Fiscal Year 1999-2000 budget.

4. The Department of Public Health requests that indirect costs be waived in order that all grant funds be applied to direct program costs.

5. Attachment II of this report is a Grant Application Information Form, provided by the Department of Public Health.

6. The Department of Public Health has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

7. The proposed resolution would waive: (1) the requirement contained in Section 21.21 of the City's Administrative Code that the agreement include an indemnification of the City by the State Department of Health Services for the infringement of patent rights and other intellectual property rights; and (2) the requirement contained in Section 21.35 of the City's Administrative Code that the agreement include a paragraph prohibiting and penalizing the submission of false claims. Ms. Paula Jesson of the City Attorney's Office states that the waiver of these requirements is standard and poses minimal risk to the City where, as here, the City is the recipient of grants funds (versus the City's entering into contracts for the purchase of goods or services).

Recommendation: Approve the proposed resolution.

Attachment I
Page 1 of 2

FFY 1999-2000 Description of Proposed Expenditure of Focus Area E Funds – 15 LHDs

PHPRBG Staff/Equipment Budget Summary

COST CATEGORIES	(a)	(b)	(c)	(d)	(e)	(f)	(g)	TOTAL COST PER CATEGORY
Personnel	$	$	$	$	$	$	$	$
Fringe Benefits	$	$	$	$	$	$	$	$
Travel	$	$	$	$	$	$	$	$
Equipment	$	$	$	$	$	$	$	$
Supplies	$	$	$	$	$	$	$	$
Consultant	$	$	$	$	$	$	$	$
Miscellaneous	$	$	$	$	$	$	$	$
Contracts (Specify below)								
	$	$	$	$	$	$	$	$
PC Hardware/Software (Specify below)								
1 Toshiba Tecra 8000 (PAT8001J-KB5A)	$	$	$	$	$ 3,185.00	$	$	$ 3,185.00
1 3COM Etherlink III 10/100 16-Bit PC LAN Card (3CCFE574BT)	$	$	$	$	$ 150.00	$	$	$ 150.00
1 PCI Modem	$	$	$	$	$ 100.00	$	$	$ 100.00
1 HP Vectra VLi/8 P/III 550MHz model M6400 Desktop (D7972T)	$	$	$	$	$ 1,530.00	$	$	$ 1,530.00
1 Compaq Proliant 800 Dual Processor 600Mhz, 512MB RAM	$	$	$	$	$10,586.00	$	$	$10,586.00
2 Microsoft Office Professional 2000 Full MOLP-C/2 pts. each; 500 + points @ $400.00 each (269-01352)	$	$	$	$	$ 800.00	$	$	$ 800.00
1 Jaz drive for PC – 2-GB Internal (13046)	$	$	$	$	$ 320.00	$	$	$ 320.00
1 Jaz Jet SCSI host adapter PCI (10346)	$	$	$	$	$ 95.00	$	$	$ 95.00

Source: Department of Public Health

Attachment I
Page 2 of 2

FFY 1999-2000 Description of Proposed Expenditure of Focus Area E Funds – 15 LHDs

PHPRBG Staff/Equipment Budget Summary

COST CATEGORIES	(a)	(b)	(c)	(d)	(e)	(f)	(g)	TOTAL COST PER CATEGORY
1 3Com/US Robotics 56K voice v.90 modem Int. (005690-00)	$	$	$	$	$ 130.00	$	$	$ 130.00
1 NEC A700F color display 17", .28mm, 1024x768 (JC-1739VMW)	$	$	$	$	$ 285.00	$	$	$ 285.00
1 Microsoft Project 2000	$	$	$	$	$ 499.00	$	$	$ 499.00
1 SQL Server 7.0 MOLP C (228-00359)	$	$	$	$	$ 650.00	$	$	$ 650.00
10 SQL Client Access License 7.0 MOLP C @ $110.00 each (359-00281)	$	$	$	$	$ 1,100.00	$	$	$ 1,100.00
	$	$	$	$	$	$	$	$
	$	$	$	$	$	$	$	$
	$	$	$	$	$	$	$	$
	$	$	$	$	$	$	$	$
	$	$	$	$	$	$	$	$
	$	$	$	$	$	$	$	$
Other (Specify below)								
Training	$	$	$	$	$ 1,727.90	$	$	$ 1,727.90
Tax @ 8.5%	$	$	$	$	$ 1,651.55	$	$	$ 1,651.55
COIT @ 1.5%	$	$	$	$	$ 400.55	$	$	$ 400.55
Administration	$	$	$	$	$	$	$	$
Total Cost per Purpose	$	$	$	$	$ 23,210.00	$	$	$ 23,210.00

File Number:____________________________

Grant Application Information Form

A document required to accompany a proposed resolution
Authorizing a Department to Accept & Expend Grant Funds

To: The Board of Supervisors
Attn. Clerk of the Board

The following describes the grant referred to in the accompanying resolution:

1. Department, Division, & Branch: Population Health and Prevention, Community Health and Safety Services, Emergency Medical Services

2. Contact Person: Jorge Palafox Telephone: 554-9971

3. Project Title: Public Health Preparedness and Response to Bioterrorism

4. Grant Source Agency: State Department of Health Services

5. Type of Funds (Circle): Federal Federal-State (Pass-Through) State Local Private

6. Proposed (New/Continuation) Grant Project Summary : These funds will enable the Metropolitan Medical Response System to address chemical/biological threats or attacks more effectively. A rapid electronic notification system will be developed and deployed. This system will make immediately available to the DPS and other participating agencies pertinent diagnostic information when a bioterrorist event has been identified.

7. Amount of Grant Funding Applied For: $23,210

8. Maximum Funding Amount Available (at time of application): $23,210

9. Required Matching Funds? (Circle): Yes No Cash In-kind

   If yes, list dollar amount and identify source of Matching Funds in Department Budget:
   N/A

10. Number of new positions created and funded: None

11. If new positions are created, explain the disposition of employee(s) once the grant ends:
    N/A

12. Are indirect costs eligible costs for this grant? (Circle): Yes No

If yes, please identify the amount of $s in indirect costs: None. Because of the limited amount of the award, the Department proposes to maximize the use of the available funds on program expenditures by not including indirect costs in the grant budget.

13. Amount to be spent on contractual services: None

14. a.) Will contractual services be put out to bid? (Circle): Yes: No: N/A

b.) If so, will contract services help to further the goals of the department's MBE/WBE requirements? : N/A

15. Is this request for contracting out likely to be: One Time or Ongoing? (CircleOne) N/A

16. Term of Grant: Start-Date: 10/1/99 End-Date: 9/30/00

17. Date You Were Notified That This Funding Was Available: 11/18/99

18. Grant Application Due Date: 12/3/99

19. Grant Funding Guidelines and Options (selected from RFP, grant announcement or appropriations legislation): Grant must be used to enhance local preparedness for responding to terrorist threats. Two quarterly and one annual progress reports documenting activities and the expenditure of funds as specified by the Department must be submitted. Financial records must be kept for at least three years and are subject to review and audit.

20. Department Head Approval: Mitchell Katz, M.D., Director of Health
(To be obtained by Grant Manager)

Signature

Item 2 – File 00-0454

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, Population Health and Prevention Division, Community Substance Abuse Services, to accept retroactively and expend grant funds of $475,000 from the Federal Department of Health and Human Services, Center for Substance Abuse Treatment (CSAT), Substance Abuse and Mental Health Services Administration (SAMHSA) for the Community Based Medically Managed Detoxification Program pursuant to the terms and conditions of the grant award.

Grant Amount: $475,000

Grant Period: September 30, 1999 through September 29, 2002 (three years)

Source of Funds: Federal Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT)

Description: The subject grant of $475,000 from the Federal Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), would allow the Department of Public Health (DPH) to expand the existing Community Based Medically Managed Detoxification Program ("Program"). This Program provides long-term residential substance abuse treatment and detoxification to clients who do not need medical detoxification in a hospital setting. The treatment program will be run by Baker Places, a non-profit organization currently contracted with the City to provide substance abuse treatment. At this time, the Program has 10 beds at a Baker Places facility, located at 1326 4th Avenue, for housing individuals undergoing treatment. The subject grant of $475,000 would fund residential substance abuse treatment at a new Baker Places facility located at 399 Fremont Street, thus increasing by 12 the total number of beds available, for a total of 22 beds.

According to DPH, community-based, medically managed detoxification is more cost effective than treating individuals for substance abuse at San Francisco General Hospital. DPH advises that the community-based substance abuse detoxification treatment at Baker Places costs the City $218 per day to provide treatment, which is $412 less per day than the $630 per day it costs the City to provide treatment at General Hospital. DPH advises that the Program will target homeless adult male and female individuals who need residential services to detoxify from alcohol and other drugs.

Budget: A summary budget for the total program budget of $979,075 ($475,000 of grant funds plus $504,075 in-kind match) for the first 12 month period (from September 30, 1999 to September 29, 2000) is as follows (See Comment No. 2):

Item	Annual Salary	Class	FTE	SAMHSA Grant	DPH Funds	Total Costs
DPH Personnel						
(See Comment No. 10)						
Co-Principal Investigator	$69,000	2802	0.100	$3,450	$3,450	$6,900
Psychiatrist	97,196	2230	0.063	3,000	3,075	6,075
Medical Director	97,196	2230	0.104	5,000	5,125	10,125
Project Manager	35,000	2591	0.417	7,000	7,583	14,583
Interviewer	24,672	9924	0.083	1,000	1,056	2,056
Interviewer	24,672	9924	0.083	1,000	1,056	2,056
Research Assistant	24,672	9924	0.333	4,000	4,224	8,224
Subtotal Salaries			1.18	$24,450	$25,569	$50,019
Fringe @ 25%				6,113	6,392	12,505
Total Personnel				$30,563	$31,961	$62,524
Travel & Training (See Comment No. 3)				4,960	0	4,960
Contract with Baker Places (See Comment No. 9)				439,477	472,114	911,591
Total Costs				**$475,000**	**$504,075**	**$979,075**

Attachment I, provided by DPH, contains details to support the budget shown above.

Required Match: None (See Comment No. 4)

Indirect Costs: None (See Comment No. 7)

Comments:

1. The grant period is for three years, beginning on September 30, 1999 and concluding on September 29, 2002. According to Ms. Barbara Garcia of DPH, the subject resolution requests retroactive authorization to accept the $470,000 grant because DPH has received and accepted the award. Ms Garcia advises that Baker Places postponed implementing the program until it could secure a lease for a new facility. Ms. Garcia advises that Baker Places is close to finalizing a lease for a new facility at 399 Fremont Street, and the new substance abuse treatment program funded by the subject grant is scheduled to open for patients on July 1, 2000.

2. The program budget for $979,075 shown above covers from September 30, 1999 through September 29, 2000, which is the first 12 months of a three-year grant term. Ms. Garcia advises that DPH will begin expending the $475,000 in grant funds once the Board of Supervisors has approved the subject resolution. According to Ms. Garcia, DPH anticipates receiving an extension from SAMHSA to expend grant funds beyond the September 29, 2000 end date of the first 12-month grant period. Ms. Garcia advises that DPH also anticipates continuing to receive grant funds from SAMHSA for the following two years of the grant period, as stated in Attachment II, provided by DPH. (See Comment No. 5 for DPH expenditure plans for in-kind matching funds).

3. According to Ms. Garcia, the $4,960 in grant funds allocated to Travel and Training costs will be used to send one DPH employee at a time to four different SAMHSA meetings at varying locations throughout the country. Ms. Garcia advises that these meetings address issues related to substance abuse treatment and are required by the funder. The Travel and Training Costs listed in the budget shown above include:

Travel and Training Costs	
Airfare ($1,000 per trip x 4 trips)	$4,000
Per Diem ($120 per day x 8 days)	960
Total	$4,960

4. Ms. Garcia advises that although matching funds were not required by the grant, DPH's Community Substance Abuse Services (CSAS) has agreed to a General Fund match of $504,075. According to Ms. Garcia, these $504,075 in matching funds are included in the DPH Community Substance Abuse Services (CSAS) Fiscal Year 1999-2000 budget, as stated in Attachment II. Ms. Garcia advises that CSAS has reallocated the $504,075 in-kind matching funds from two sources: (1) $250,000 designated for community-based medically-supported substance abuse treatment (such as the treatment funded by the subject grant), and (2) $254,075 for out-patient substance abuse treatment in public housing facilities. Ms. Garcia advises that the this $254,075 for out-patient treatment is part of a total amount of $284,000 for treatment in public housing originally included in the DPH Fiscal Year 1997-1998 budget and carried over for the following two fiscal years. Ms. Garcia advises changes in the rules governing public housing made it no longer feasible to offer substance abuse treatment in public housing.

5. According to Ms. Garcia, the in-kind matching funds of $504,075 for Fiscal Year 1999-2000 were based on the 12-month grant budget. Ms. Garcia advises that since there are currently less than three months left in Fiscal Year 1999-2000, DPH expects to spend an estimated $50,000 of the $504,075 in-kind match for start-up costs before the end of Fiscal Year 1999-2000.

6. Ms. Garcia advises that matching funds for Fiscal Year 2000-2001 are included in the DPH budget request, as stated in Attachment II. Ms. Garcia advises that these matching funds will be reallocated from existing substance abuse treatment programs at San Francisco General Hospital, which are schedule to end on June 30, 2000. Ms. Garcia advises that substance abuse treatment facilities operated by Baker Places and funded by the subject grant will replace those substance abuse treatment programs DPH is terminating at the Hospital.

7. The Department of Public Health requests that indirect costs be waived in order that all grant funds be applied to direct program costs.

8. According to Ms. Garcia, $911,591 in Contract costs will be paid to Baker Places, a non-profit organization, to provide direct substance abuse treatment services covered by the subject grant. Ms. Garcia reports that Baker Places was selected on a sole source basis based upon Baker Places' exclusive expertise in providing community-based medically-managed residential substance abuse treatment in the City, as explained in Attachment II, provided by DPH.

9. The budget shown below lists the Contract costs for Baker Places for the first 12-month period of the grant period, from September 30, 1999 to September 29, 2000 (See Comment No. 2 above):

Item	SAMHSA Grant	DPH Funds	Total Costs
Personnel (See Comment No. 9)			
Salaries (18.5 FTE)	$262,640	$262,640	$525,280
Fringe @ 25%	65,660	65,660	131,320
Total Personnel	$328,300	$328,300	$656,600
Operating Costs			
Supplies	16,276	18,080	34,356
Food (12 beds x 274 days x 3 meals)	9,864	9,864	19,728
Rent (1 year lease)	20,000	20,000	40,000
Utilities	4,449	7,551	12,000
Building Maintenance	0	6,972	6,972
Printing/Reproduction	0	1,805	1,805
Equipment Lease (See Comment No.10)	0	15,000	15,000
Insurance	0	9,000	9,000
Operating Total	$50,589	$88,272	$138,861
Travel & Training	4,960	0	4,960
Contract Costs	6,793	6,707	13,500
Baker Places Indirect Costs	48,835	48,835	97,670
Total Costs	$439,477	$472,114	$911,591

Attachment III, provided by DPH, contains details to support the budget for Baker Places shown above.

10. Ms. Garcia advises that the subject grant would create 18.85 FTE new positions for the contractor, Baker Places,

as detailed in Attachment III, as well as 0.92 FTE positions at DPH, for a total of 19.42 FTE new positions created under this grant. Ms. Garcia advises that the new DPH positions would be designated "G", or grant-funded, and would terminate when the grant expired. In addition, the subject grant would partially fund one existing "G" coded position (Co-Principal Investigator, FTE 0.100) and two existing permanent positions (one Psychiatrist, FTE 0.063 and one Medical Director, FTE 0.104). According to Ms. Garcia, if this program is successful, every effort will be made by DPH to identify resources to ensure that this project is ongoing, beyond the three-year period of the grant itself.

11. Ms. Garcia advises that the $15,000 allocated to Equipment in the budget for Baker Places shown above is the first year cost (of a three-year lease) for residential and office furniture, and computer and audio visual equipment.

12. Attachment IV is a Grant Application Information Form, provided by the Department of Public Health.

13. The Department of Public Health has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

14. The proposed resolution contains a provision that authorizes the Director of Health to enter into similar agreements with SAMHSA if the grant recurs or is renewed, without first obtaining Board of Supervisors approval.

Recommendation: Approval of the proposed resolution is a policy matter for the Board of Supervisors because the resolution contains a provision that authorizes the Director of Health to enter into similar agreements if the grant recurs or is renewed, without first obtaining Board of Supervisors approval.

Attachment I

Community Based Medically Managed Detoxification Program
Center for Substance Abuse Treatment, Substance Abuse and Mental Health Services Administration
Community Substance Abuse Services

Notes	Budget Item	Classification	Salary	Year One	SAMSHA	DPH	Detail
	Personnel - DPH						Reduce salaries and benefits total of $21,564
d)	Co Principal Investigator	2802	69,000	6,900	3,450	3,450	Reduce level of effort by 5%
c)	Psychiatrist	2230	97,196	6,075	3,000	3,075	
c)	Medical Director	2230	97,196	10,125	5,000	5,125	
c)	Project Manager	2591	52,176	14,583	7,000	7,583	Reduce level of effort to 33%
a)	Interviewer	9924	24,672	2,056	1,000	1,056	Reduce level of effort by 50%
a)	Interviewer	9924	24,672	2,056	1,000	1,056	Reduce level of effort by 50%
b)	Research Assistant	9924	24,672	8,224	4,000	4,224	
	SUBTOTAL Salaries		389,584	50,019	24,450	25,569	
	Benefits @ 25%			12,505	6,113	6,392	
	TOTAL Salaries			62,523	30,563	31,961	
	Travel			4,960	4,960	0	
	Contractual Services - Baker Places, Inc.			911,591	439,477	472,114	Reduce contractual services by $3,436
	TOTAL			979,074	475,000	504,075	

Note 1
a) 4 month position for first 12 month period
b) 8 month position for first 12 month period
c) 10 month position for first 12 month period
d) 12 month position for first 12 month period

Note 2
The Director of Population Health and Prevention also serves as Co Principal Investigator on this grant. The Director of PH & P or CSAS, as the executive administrator, serves as co principal investigator on all grants.

CSAS/CCM/April 5,2000

Source: Department of Public Health

Attachment II
Page 1 of 2

City and County of San Francisco
Department of Public Health

Community Substance Abuse Services

MEMORANDUM

Date: March 30, 2000

To: Emelie Neumann,
Budget Analyst, Board of Supervisors

From: Craig Murdock
Program Analyst, CSAS/DPH

thru: Jim Stillwell,
Director of Finance, CSAS/DPH

thru: Phyllis Harding,
Director, CSAS/DPH

thru: Barbara Garcia,
Director, Population Health and Prevention, DPH

RE: **Community Based Medically Managed Detoxification Program**

Below are responses to your memo dated March 24 in reference to SAMHSA/CSAT Grant #TI11922-01 for the expansion of the community based medically managed detoxification modality.

ATTACHMENT 1

1. Modality Defined

Community based medically managed detoxification offers residential detoxification services with medical depth, The proposed program would target those who require detoxification services and who can be safely cared for in a non-hospital, community based, medically managed setting.

2. Matching Funds

Matching funds in the amount of $504,075 are general fund moneys included in DPH/Community Substance Abuse Services' FY99-00 baseline budget. Funds will be available as a match for this proposed project in FY00-01 because funding is being reallocated from projects scheduled to end on 6/30/00.

3. Funding Period

The project period is from 9/30/99 through 9/29/02. The initial budget period if from 9/30/99 through 9/29/00. SAMHSA recommends future funding as the amount of $475,000 for FY01-02 and $475,000 for FY02-03, contingent upon the availability of funding and satisfactory project progress.

4. New DPH Positions

New positions created under this grant will be budgeted as a grant expense and labeled "G".

ATTACHMENT II: Budget

1. Details for Co-Principle Investigator

The Co-Principle Investigator will provide 0.1FTE of effort towards the proposed project as follows:

Year 1: 0.1FTE x 69,000 = 6,900
Year 2: 0.1FTE x 69,000 = 6,900
Year 3: 0.1FTE x 69,000 = 6,900

2. Classification Numbers for DPH Positions

The Civil Service Classification numbers for DPH positions are indicated on the attached budget sheet.

ATTACHMENT II: Consultants

1. Baker Places Inc., as the Selected Subcontractor

Baker Places, Inc., was selected to provide the proposed services because the agency already operates a community based medically managed detoxification program called 4th Avenue Detox. The proposed program is an expansion of this existing model into another facility, therefore increasing capacity 120%. Baker Places, Inc. is the only agency providing such provision of service, and the grant proposal was written as a collaboration between Baker Places, Inc. and DPH/CSAS.

2. Work of Baker Places., Inc.

(a) Baker Places will be responsible for the operation of a 12 bed, community based medically managed detoxification program located at 399 Fremont Street. This program will serve 320 unduplicated patients per year. Baker Places will provide the social model component of the program. Social work, mental health, substance abuse counseling, and nursing staff will provide on site educational, individual counseling, group counseling, mental health, case planning, and medical monitoring (protocol driven and supervised) services.

(b) Baker Places, Inc. has a 35 year history of providing innovative psycho-social residential treatment and rehabilitation services in the fields of mental health and substance abuse. As the third largest non-profit contractor with the City and County of San Francisco, Baker Places operated 14 programs that serve various targeted areas of need. Long recognized for their expertise in working with individuals with multiple problems and barriers, Baker Places in 1992 opened Grove Street House, the City's first crisis stabilization facility with a complete dual diagnosis focus. During FY98-99 DPH/Community Substance Abuse Services contracted with Baker Places in the amount of $2,042,136.

Baker Places, Inc. Line Item Budget -- 1st 12-Month Budget Period

Baker Places, Inc.

Personnel	Name	Rate	FTE	Total	SAMHSA	DPH/GF
Program Director **	UNNAMED	38,000	1.00	38,000		
Assistant Program Director/Nurse Manager **	UNNAMED	70,866	1.00	70,866		
Shift Supervisors/Lead Peer SA *	UNNAMED	27,000	3.00	64,125		
Substance Abuse Counselor *	UNNAMED	25,000	1.00	19,792		
Mental Health Counselor *	UNNAMED	35,000	1.00	27,708		
Peer S.A. Services Staff	UNNAMED	20,000	4.70	74,417		
On-Call Nurse *	UNNAMED	53,726	0.15	6,380		
Nurses *	UNNAMED	57,366	4.20	190,742		
Cook *	UNNAMED	20,000	0.50	7,917		
Janitor/Maintenance *	UNNAMED	20,000	0.50	7,917		
Administrative Assistant *	UNNAMED	22,000	1.00	17,417		
Total Personnel			18.05	525,280	262,640	262,640
Fringe Benefits @ 25%				131,320	65,660	65,660
Travel	4 trips to SAMHSA for 1 Baker Places attendee. Airfare @ $1,000 x 4 = $4,000 + per diem @ $120 x 2 x 4 = $960.			4,960	4,960	
Office Supplies	18.85 FTE x $100			1,805		1,805
Client and Program Supplies	12 beds x 274 days x $10			32,551	16,276	16,276
Food	12 beds x 274 days x 3 meals x $:			19,728	9,864	9,864
Acupuncture Services				13,500	6,793	6,707
Rent	1 year lease for 12 bed facil			40,000	20,000	20,000
Utilities	Water, gas, electricity			12,000	4,449	7,551
Building maintenance				6,972	0	6,972
Printing and Reproduction	18.85 FTE x $100			1,805	0	1,805
Equipment Lease	residential & office furniture, computer and audio visual equipment			15,000	0	15,000
Insurance				9,000	0	9,000
Subtotal Direct				813,921	390,641	423,279
Indirect				97,670	48,835	48,835
Total				911,591	439,477	472,115

** 12 Month positions for first 12-month period

* 9.5 month positions for first 12-month period

Source: Department of Public Health

File Number:__________________________

Grant Application Information Form

A document required to accompany a proposed resolution
authorizing a Department to Accept & Expend Grant Funds

To: **The Board of Supervisors**
Attn. Clerk of the Board

The following describes the grant referred to in the accompanying resolution:

1. Department, Division, & Branch: Department of Public Health, Population Health & Prevention, Community Substance Abuse Services

2. Contact Person: Barbara Garcia, Director, Population Health & Prevention — Telephone: 255-3525

3. Project Title: Community Based Medically Managed Detoxification Program

4. Grant Source Agency: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment

5. Type of Funds (Circle): Federal Federal-State (Pass-Through) State Local Private

6. Proposed (New/Continuation) Grant Project Summary: This project will increase medically managed, community based, detoxification capacity from a current total of ten beds to a total of 22 beds. This expanded capacity will not only meet a high demand for services, but also provide an effective treatment alternative for patients who do not need medical detoxification from alcohol or drugs in a hospital setting. Individuals in the community will have a less restrictive and more cost effective medically managed detoxification program located in the community, where detoxification will be offered with medical depth in association with other support services. This grant application was submitted in collaboration with Baker Places, Inc., and Baker Places will offer these services under contract with the Department of Public Health.

7. Amount of Grant Funding Applied For: $500,000

8. Maximum Funding Amount Available: $475,000

9. Required Matching Funds? : Yes No Cash In-kind

   If yes, list dollar amount and identify source of Matching Funds in Department Budget: Matching funds were not a requirement for funding. However, Community Substance Abuse Services has agreed to a General Fund match of $504,075 (Treatment on Demand)

10. Number of new positions created and funded: A total of 18.85 positions will be created by the contractor for the proposed project.

11. If new positions are created, explain the disposition of employee(s) once the grant ends:
Every effort will be made by the Department of Public Health to identify resources to insure that this project is ongoing, beyond the three year life of the grant itself.

12. Are indirect costs eligible costs for this grant?: Yes No

If yes, please identify the amount of $s in indirect costs: $0

13. Amount to be spent on contractual services: $475,000 under a sole source contract with Baker Places, Inc. for the provision of 12 medically supported detoxification beds at a unit cost of $223.70 per day and creating an additional 4,380 units of service each year of the project.

14. a.) Will contractual services be put out to bid?: Yes No
The grant proposal for this project was written in collaboration with Baker Places, Inc., a long time provider of substance abuse and mental health services in San Francisco, and the only Department of Public Health contractor that provides these specialized detoxification services at its 4th Aveenue Detox facility.

b.) If so, will contract services help to further the goals of the department's MBE/WBE requirements? : N/A

15. Is this request for contracting out likely to be: One Time or Ongoing?

16. Term of Grant: Start-Date: 9/30/99 End-Date: 9/29/02

17. Date You Were Notified That This Funding Was Available: 9/19/99

18. Grant Application Due Date: 5/10/99

19. Grant Funding Guidelines and Options (selected from RFP, grant announcement or appropriations legislation): The Substance Abuse and Mental Health Services Administration (SAMHSA) published GFA (RFP) #TI99-002 "Grants to Expand Substance Abuse Treatment Capacity in Targeted Areas of Need" in March , 1999. The goal was to create or expand a community's ability to provide a comprehensive, integrated, creative, and community based response to a targeted, well documented substance abuse capacity problem. All responses to this GFA include an evaluation plan for collecting, analyzing, and reporting the information required to document that the grantee's goals and objectives are being met.

20. Department Head Approval: Mitchell Katz, M.D., Director of Health

Signature

Item 3 – File 00-0526

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, Population Health and Prevention Division, HIV Health Services, to accept and expend grant funds of $1,099,869 from the California HIV Education and Prevention Services Branch, Office of AIDS, for a demonstration project for incarcerated individuals within correctional settings and the community and to enter into an agreement which does not include patent infringement indemnification and false claims clauses.

Grant Amount: $1,099,869

Grant Period: December 1, 1999 through June 30, 2000

Source of Funds: State of California Department of Health Services, Health and Human Services Agency, Office of AIDS

Description: The California Department of Health Services, Health and Human Services Agency, Office of AIDS (OA) received an award of $1.0 million from the U.S. Centers for Disease Control and Prevention on October 14, 1999 to use for a demonstration project with the City and County of San Francisco. OA augmented these funds by $99,869, bringing the total amount of funds granted to the City to $1,099,869.

This "HIV/AIDS Intervention, Prevention, and Continuity of Care Demonstration Projects for Incarcerated Individuals within Correctional Settings and the Community" (HIVIPC) Project will demonstrate innovative local and Statewide models of delivery of comprehensive, integrated HIV prevention and care services for three State Department of Corrections facilities and the San Francisco County jail system. The State Department of Correction services will target pre-release inmates and include prevention case management, peer education, and pre-release health education. The San Francisco County Jail services would target recently released inmates and include transitional case management, substance abuse counseling, housing, money management, peer advocacy, and sexually transmitted disease prevention services, which include HIV and Hepatitis C.

According to Mr. Billy Pick of DPH, the subject grant will be expended on the following subcontracts: (1) Centerforce, which would act as the service provider for the California State Corrections System, and (2) Homebase, which is a collaboration of (a) the DPH Forensic AIDS Project, (b) the Haight Ashbury Free Medical Clinics (HAFCI), and (c) Continuum HIV Day Services; Homebase would act as the service provider for the San Francisco County Jails. Specifically, Continuum HIV Day Services would be the service provider component of Homebase, while DPH's Forensic AIDS Project, would subcontract with the Haight Ashbury Free Medical Clinics, to provide project management and oversight. Each of these subcontracts were selected on a sole source basis because of their unique prior experience in their respective areas of responsibility.

Budget: A summary of the budget for the subject grant is presented below:

12/1/99 – 6/30/00 (FY99-00)

	Centerforce	Continuum*	HAFCI	Total
Personnel	101,183	67,586	40,875	209,644
Fringe Benefits	25,296	13,517	8,993	47,806
Travel	15,620	1,130		16,750
Equipment	98,738	5,200		103,938
Supplies	8,900	13,101	767	22,768
Contractual	6,500	3,125		9,625
Other	94,016	23,983		117,999
Total Direct Charges	350,253	127,642	50,635	528,530
Admin. Costs	52,538	16,593	6,582	75,713
Totals	$402,791	$144,235	$57,217	$604,243
Amount to be carried over to FY 2000-2001				$495,626

* Continuum's contract period during FY99-00 is 3/15/00 – 6/30/00

Required Match: None.

Indirect Costs: None allowed under the terms of the grant.

Comments:

1. According to Mr. Pick, the State of California will renew the subject grant of $1,099,869 for three years, for a total of $3,299,607 ($1,099,869 x 3 years) in project funding. While the project budget above reflects a proposed expenditure of only $604,243 between December 1, 1999 and June 30, 2000, the remaining $495,626 of the $1,099,869 granted for the first year of the project will, under the terms of the proposed grant, be carried forward into the next funding year.

2. According to Ms. Pat Johnson, the $16,750 in funds allocated for Travel will be used for: (1) 1 trip to Atlanta for one staff member to meet with CDC officials, (2) 1 trip to Maryland for two staff members for a conference on working in prisons, (3) 1 5-day trip to Fresno for three staff members for training in techniques for working within prisons, (4) 1 4-day training trip to Fresno for three staff members, (5) 1 2-day training trip to Fresno for two staff members, (6) for multiple trips to Sacramento to meet with Department of Corrections officials, and for routine trips to Chowcilla Prison for consultations with program subjects.

3. According to Ms. Johnson, the $117,999 in funds allocated for Other will be used for: (1) the construction and maintenance of a web site for the project ($15,000), (2) production, design, reproduction of six educational brochures ($6,667 each for a total of $40,000), (3) incentives for inmates to contact case management officials after they have been released from prison ($600), (4) honoraria for experts to speak to program subjects both prior to and after release from prison ($7,150), (5) construction and maintenance of a resource database, which will be available Statewide ($12,000), (6) rental of office space ($16,600), (7) utilities ($4,566), (8) building maintenance ($900), (9) office equipment rental ($5,500), (10) miscellaneous travel ($1,000), (11) recruitment for staff and program participants ($2,500), (12) communications equipment ($3,076), and (13) housing of project participants and related costs ($9,107).

4. The proposed resolution would waive: (1) the requirement contained in Section 21.21 of the City's Administrative Code that the agreement include an indemnification of the City by The HIV Education and Prevention Services Branch, Office of AIDS for the infringement of patent rights and other intellectual property rights; and (2) the requirement contained in Section 21.35 of the City's Administrative Code that the agreement include a paragraph prohibiting and penalizing the submission of false claims. Ms. Paula Jesson of the City Attorney's Office states that the proposed waiver of these requirements is standard and poses minimal risk to the City.

5. The Attachment is a summary of the grant application information, as prepared by the DPH, for the proposed grant funds.

6. The DPH has prepared a Disability Checklist for the proposed grant funds, which is on file with the Clerk of the Board of Supervisors.

7. The proposed resolution contains a provision that authorizes the Director of Public Health to enter into other future agreements, similar to the subject Agreement, with the State HIV Education and Prevention Services Branch, Office of AIDS if the grant recurs or is renewed, without obtaining subsequent approval by the Board of Supervisors.

8. The proposed resolution states in the body of the legislation that acceptance of the subject grant funds are retroactive, but does not include this retroactive provision in the title of the resolution. The Budget Analyst therefore recommends that the title of the proposed resolution be amended to reflect that acceptance of these funds is retroactive.

Recommendations:

1. Amend the title of the proposed resolution to reflect that acceptance of these grant finds is retroactive.

2. Approval of the proposed resolution, as amended, is a policy matter for the Board of Supervisors since this

resolution authorizes the Director of Public Health to enter into other future agreements, similar to the subject Agreement, with the State HIV Education and Prevention Services Branch, Office of AIDS if the grant recurs or is renewed, without obtaining subsequent approval by the Board of Supervisors.

Attachment
Page 1 of 2

File Number:__________________________

Grant Application Information Form

A document required to accompany a proposed resolution
Authorizing a Department to Accept & Expend Grant Funds

To: The Board of Supervisors
Attn: Clerk of the Board

The following describes the grant referred to in the accompanying resolution:

1. Department, Division, & Branch: **Population Health and Prevention, Community Health Services, HIV Health Services.**

2. Contact Person: **Billy Pick** Telephone: **554-9048**

3. Project Title: **"HIV/AIDS Intervention, Prevention, and Continuity of Care Demonstration Projects for Incarcerated Individuals Within Correctional Settings and the Community"**

4. Grant Source Agency: **State of California - Health and Human Services Agency – Office of AIDS**

5. Type of Funds (Circle): Federal Federal-State (Pass-Through) State Local Private

6. Proposed (New/Continuation) Grant Project Summary **The "HIV/AIDS Intervention, Prevention, and Continuity of Care Demonstration Projects for Incarcerated Individuals Within Correctional Settings and the Community" project will demonstrate innovative local and statewide models of delivery of comprehensive, integrated HIV prevention and care services for three State Department of Corrections (CDC) facilities and the San Francisco City and County jail system.**

7. Amount of Grant Funding Applied For: **$1,099,869**

8. Maximum Funding Amount Available (at time of application): **Not known.**

9. Required Matching Funds? (Circle): Yes No Cash In-kind

   If yes, list dollar amount and identify source of Matching Funds in Department Budget: N/A

   Number of new positions created and funded: None

11. If new positions are created, explain the disposition of employee(s) once the grant ends: N/A

12. Are indirect costs eligible costs for this grant? (Circle): Yes No

2/1/00

If yes, please identify the amount of $s in indirect costs: N/A

13. Amount to be spent on contractual services: $1,099,869

14. a.) Will contractual services be put out to bid? (Circle): Yes No: We request the approval of two sole source contracts with Centerforce and Haight Ashbury Free Clinic Inc. The funder selected the two collaborators for participation in this special project. Thus, the agencies involved in the two collaborations are mandated providers without whom this project would not be funded or implemented.

b.) If so, will contract services help to further the goals of the department's MBE/WBE requirements? : N/A

15. Is this request for contracting out likely to be: **One Time** or Ongoing? (CircleOne) N/A

16. Term of Grant: Start-Date: 12/01/99 End-Date: 6/30/02

17. Date You Were Notified That This Funding Was Available: 12/01/99

18. Grant Application Due Date: 5/99

19. Grant Funding Guidelines and Options (selected from RFP, grant announcement or appropriations legislation):
Contract Number: 99-85109, A1
MOU Number: CORR 99-38
Program Announcement Number 99099

20. Department Head Approval: **Mitchell Katz, M.D., Director of Health**
(To be obtained by Grant Manager)

Signature

Item 4 – File 00-0520

Department:	Department of Public Health
Item:	Resolution authorizing the Department of Public Health, Population and Prevention, Community Substance Abuse Services, to enter into a subcontract with the University of California, San Francisco, Institute of Health Policy Studies, the primary contractor, in the amount of $246,500 to evaluate treatment on demand policies, which includes rights in data clauses and does not include intellectual property indemnification and false claims clauses; retroactive to September 28, 1999.
Contract Amount:	$246,500
Contact Period:	September 28, 1999 through September 27, 2000 (one year) (See Comment No. 2)

Description: The Department of Public Health (DPH), Community Substance Abuse Services (CSAS), is collaborating with the University of California, San Francisco (UCSF) Institute for Health Policy Studies (IHPS), the primary recipient of a $500,000 grant from the Federal Center for Substance Abuse Treatment (CSAT). DPH is working with UCSF on a research project entitled, *Drug Abuse Treatment on Demand Impacts in San Francisco.* The subject resolution would approve a subcontract with UCSF in the amount of $246,500 for DPH to provide substance abuse treatment research and data to the UCSF Institute for Health Policy Studies Research Team for analysis.

According to Dr. Alice Gleghorn of DPH, DPH will provide UCSF researchers with relevant data on CSAS substance abuse treatment programs and individuals in the substance abuse treatment system. This data will be extracted from the CSAS data system and will contain information both on substance abuse treatment programs and on individuals who have participated in DPH substance abuse treatment programs since Fiscal Year 1995-1996. Dr. Gleghorn advises that no patient identification information will be contained in these files.

Budget: A budget for the subject $246,500 in subcontract funds is as follows:

Personnel (See Comment No. 3)	
Project Director (2804, FTE 0.66)	$40,896
Epidemiologist (2802, FTE 1.0)	48,776
Programmer (2802, FTE 1.0)	48,074
Research Assistant (9924, FTE 1.0)	25,168
Research Assistant (9924, FTE 0.75)	18,876
Subtotal Salaries	$181,790
Fringe (25 percent of salaries)	45,447
Total Personnel	$227,237
Equipment (See Comment No. 4)	3,864
Travel (See Comment No. 5)	7,000
DPH Indirect Costs (4.62 % of salaries)	8,399
Total Costs	**$246,500**

Indirect Costs: None (See Comment No. 6)

Matching Costs: None

Comments:

1. The proposed resolution would authorize the Director of Health, without subsequent approval by the Board of Supervisors, to enter into similar agreements with UCSF Institute for Health Policy Studies, if the grant recurs or is renewed.

2. The subcontract period is for one year, beginning on September 28, 1999 and concluding on September 27, 2000. According to DPH, the subject resolution requests retroactive authorization because DPH has already entered into the subcontract agreement with UCSF. Dr. Gleghorn advises that DPH has not yet received the subject funds, nor has DPH begun work on the subject research project. Dr. Gleghorn advises that CSAT has already granted DPH a one-year extension beyond the September 27, 2000 grant termination date to expend the subject funds.

3. According to Dr. Gleghorn, the subject grant will partially fund the five existing positions listed in the budget shown above. Dr. Gleghorn advises that these five positions are already designated "G" (grant-funded), and that these positions will terminate when grant funding expires.

4. According to Dr. Gleghorn, the $3,864 in funds for Equipment will be used to buy a computer workstation (including one computer, one printer, and software). Dr. Gleghorn advises that installation and maintenance costs for the computer equipment will be absorbed in the DPH budget.

5. According to Dr. Gleghorn, the $7,000 in funds allocated for Travel will be used to: (1) send two DPH staff members to two Federal Center for Substance Abuse Treatment (CSAT) meetings ($5,300); (2) send two staff members to two Statewide research meetings in Sacramento ($1,400); and (3) fund local travel and parking costs to meet with UCSF researchers and CSAS treatment programs ($300). The Travel Costs listed in the budget shown above include:

Travel Costs	
CSAT Meetings	
Airfare (4 flights @ $700)	$2,800
Hotel (8 nights @ $125)	1,000
Meals (12 days @ $50)	600
Ground Transportation (4 days @ $50)	200
Conference Registration Fees (2 people @ $350)	700
CSAT Total	$5,300
Sacramento Meetings	
Hotel (8 nights @ $100)	800
Meals (8 days @ $50)	400
Transportation (4 trips @ $50)	200
Sacramento Total	$1,400
Local Parking & Travel	300
Total Travel Costs	$7,000

6. DPH requests that the indirect costs be waived in order that all grant funds be applied to the direct program costs.

7. The proposed resolution contains a provision stating that all data, reports, and analysis generated under this subcontract shall become property of the Federal Department of Health and Human Services.

8. The proposed resolution would waive: (1) the requirement contained in Section 21.21 of the City's Administrative Code that the agreement include an indemnification of the City by the University of California, San Francisco (UCSF) for the infringement of patent rights and other intellectual property rights; and (2) the requirement contained in Section 21.35 of the City's Administrative Code that the agreement include a paragraph prohibiting and penalizing the submission of false claims. Ms. Paula Jesson of the City Attorney's Office states that the waiver of these requirements is standard and poses minimal risk to the City since the City is the recipient of the proposed grant funds (versus the City's entering into contracts for the purchase of goods or services).

9. The Attachment to this report is the Grant Application Information Form, provided by DPH.

10. DPH has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

Recommendation: Approval of the proposed resolution is a policy matter for the Board of Supervisors because the resolution contains a provision that authorizes the Director of Health to enter into similar agreements if the subcontract recurs or is renewed, without first obtaining Board of Supervisors approval.

Grant Application Information Form

A document required to accompany a proposed resolution
Authorizing a Department to Accept & Expend Grant Funds

To: **The Board of Supervisors**
Attn. Clerk of the Board

The following describes the grant referred to in the accompanying resolution:

1. **Department:** Public Health; Population Health and Prevention; Community Substance Abuse Services.

2. **Contact Person:** Alice Gleghorn, Ph.D. Telephone: 255-3722

3. **Project Title:** Drug Abuse Treatment on Demand Impacts in San Francisco

4. **Grant Source Agency:** UCSF, Institute for Health Policy Studies

5. **Type of Funds:** X Federal ___ Federal-State (Pass-Through) ___ State ___ Local ___Private

6. **Proposed** ([✓ New]/Continuation) **Grant Project Summary:**

The Department of Public Health, Community Substance Abuse Services, is collaborating with UCSF, Institute for Health Policy Studies, the prime recipient of a grant from Center for Substance Abuse Treatment. The subcontract in the amount of $246,500 will support research activities of the designated Program Director, Alice Gleghorn, Ph.D., who will be responsible for the scientific conduct of the project. This grant funding will also support a full-time epidemiologist, a full-time programmer, one full-time, and one 75% time research assistants who will facilitate IHPS access to four primary data sources: BIS, budget, contract, and cost reports and will be available to consult with IHPS research staff on a daily basis.

The purpose of the project is to evaluate change in waiting lists, treatment capacity and the impact of treatment on demand policies in San Francisco.

7. **Amount of Grant Funding Applied for:** $246,500

8. **Maximum Funding Amount Available:** Not Applicable

9. **Required Matching Funds?** Yes:___ No: _X_ Cash or In-kind: $0

   If yes, list dollar amount and identify source of Matching Funds in Department Budget:

10. **Number of new positions created and funded:** Funding three existing positions (Full-time) and two existing positions (Part-time)

11. If new positions are created, explain the disposition of employees once the grant ends?
N/A

12. Are indirect costs eligible costs for this grant? Yes: _X_ No:___

If yes, please identify the amount of $ in indirect costs: $8,399

13. Amount to be spent on contractual services: None

14. a.) Will contractual services be put out to bid?: Yes: ___ No:___ Not Applicable: _X_

b.) If so, will contract services help to further the goals of the department's MBE/WBE

requirements? : Not Applicable

15. Is this likely to be a one-time or ongoing request for contracting out?: One-time

16. Term of Grant: Start-Date: September 28, 1999 End-Date: September 27, 2000

17. Date Department Notified of Available Funds: __Not Applicable__

18. Grant Application Due Date: __Not Applicable__

19. Grant Funding Guidelines and Options (selected from RFP, grant announcement or appropriations legislation): This is a cost-reimbursement type contract through which the DPH will be provided with monthly payments in receipt of the University's Subcontractor Invoice. All costs must be based on the actual costs, with substantiating documentation. Title to equipment acquired under this agreement will reside with the DPH, subject to HHS right to require transfer. Mutual indemnification is required.

20. Department Head Approval: Mitchell Katz, M.D., Director of Health

____
Signature

Item 5 - File 00-0392

Department: Administrative Services (ADM)

Item: Ordinance repealing Chapter 21A, Part I of the San Francisco Municipal Code (Administrative Code) and replacing it with a new Chapter 21A, Part I of the San Francisco Municipal Code (Administrative Code), imposing requirements on City departments to plan for and improve resource conservation and recycling practices.

Description: The existing provisions of Chapter 21A of the City's Administrative Code require City departments to reduce the amount of waste they generate, to buy recycled products, and to reuse products wherever possible before recycling them. The proposed ordinance would repeal Chapter 21A in its entirety and replace it with a new version to (a) add more precise provisions, (b) reflect the current marketplace for recycled products, (c) meet State-mandated deadlines, (d) conform with Federal purchasing requirements, and (e) make City departments accountable for their waste generation and disposal practices.

Comments: 1. Ms. Barbara Bernardini of the Solid Waste Management Program (SWMP) states that no material fiscal impacts are anticipated from the proposed new Chapter 21A because (a) the proposed ordinance would continue existing recycling requirements, (b) the current SWMP staff would assist City departments in implementing the provisions, and (c) City departments are already required to buy recycled products, only if such products are competitively priced, available in a reasonable period of time, and meet reasonable performance standards. The attached memorandum, provided by Mr. Paul Horcher of SWMP, contains further details.

2. Ms. Bernardini advises that the assessment of "reasonableness" would be determined by departmental purchasers and Purchasing Department staff based on their own assessment of performance requirements, timing constraints, and cost constraints, under the oversight of the SWMP.

Recommendation: Approve the proposed ordinance.

Harvey M. Rose

cc: Supervisor Bierman
Supervisor Brown
Supervisor Yaki
President Ammiano
Supervisor Becerril
Supervisor Katz
Supervisor Kaufman
Supervisor Leno
Supervisor Newsom
Supervisor Teng
Supervisor Yee
Clerk of the Board
Controller
Legislative Analyst
Stephen Kawa
Ted Lakey

SEAL OF THE CITY AND COUNTY OF SAN FRANCISCO

SOLID WASTE MANAGEMENT PROGRAM

RECYCLING PROGRAM • HAZARDOUS WASTE MANAGEMENT PROGRAM

WILLIE L. BROWN, JR.
MAYOR

PAUL V. HORCHER
DIRECTOR

4 April 2000
To: Alan Gibson, Budget Analyst's Office
From: Paul V. Horcher, Director, Solid Waste Management Program
Re: Resource Conservation Ordinance "(RCO)"

The Solid Waste Management Program (SWMP) recommends amending the RCO to meet the state-mandated 50% diversion rate, reduce collection and disposal costs, conform with federal purchasing guidelines, and take advantage of well-established marketplaces for recycled products and support new ones. The SWMP does not foresee any fiscal impacts resulting from these amendments.

Existing provisions of Chapter 21A of the Administrative Code (RCO) require City Departments to reduce the amount of waste generated and disposed of within their operations and to utilize "buy-recycled" and source reduction techniques. This legislation repeals and reenacts the Chapter to add more precise provisions. Specifically, the revised RCO will require each City Department to:

1. Commit to the goals of the RCO and designate a person to be responsible for compliance; and prepare and implement a Departmental Waste Assessment, Resource Conservation Plan and submit Annual Reports. The legislation provides a timeline for preparing these reports and requires the SWMP, within Administrative Services, to adopt guidelines and otherwise provide assistance to City Departments. The SWMP is required to submit an annual report to the Board summarizing reports from the Departments and compliance with the ordinance. As a result of the assistance provided by the SWMP, minimal staff time will be required and consequently, there will be negligible fiscal impact, if any;

2. Contractually obligate contractors for janitorial services to consolidate recyclable materials for collection. Janitorial services typically include waste and recycling consolidation and removal, therefore there will be no fiscal impact;

3. Purchase and use only printing and writing paper that contains a minimum of 30% post-consumer materials for copier and bond paper and 30% post-consumer materials for other printing and writing paper. Printing and writing paper containing a minimum of 30% post-consumer material is available at competitive prices through central paper contracts; consequently; there will be no fiscal impact; and

4. With limited exceptions, purchase and use products, such as engine coolants, carpet, traffic cones, binders and other office products, using the same minimum recovered material content specifications as the federal government. Where no federal specifications exist, the ordinance will require City Departments to procure products containing the maximum amount of post-consumer

materials wherever possible. Since departments are not required to procure products that are not available in a reasonable period of time, do not meet reasonable performance standards, and are not available at reasonable prices there will be no fiscal impact.

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7/00

City and County of San Francisco
Meeting Minutes
Public Health and Environment Commi

Members: Supervisors Sue Bierman, Michael Yaki and Mark Leno

Acting Clerk: Deborah Muccino

[All Committees]
Government Document Section
Main Library

April 27, 2000 **1:00 PM** **City Hall, Room 263**

Regular Meeting

Members Present: Sue Bierman, Michael Yaki, Mark Leno.

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Meeting Convened

Meeting convened at 1:03 p.m.

000663 **[Grant funds for used motor oil recycling]**

Resolution authorizing the Solid Waste Management Program to accept and expend a grant from the California Integrated Waste Management Board of up to $300,000.00 in the fiscal year 2000-2001 and continue to accept and expend recurring grant funding awarded annually for the purpose of increasing used motor oil recycling and household hazardous waste management. (Administrative Services Department)

4/5/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this item be calendared at the April 27, 2000 meeting.

Heard in Committee. Speaker: Geoff Chan, Administrative Services.

RECOMMENDED **by the following vote:**

Ayes: 2 - Bierman, Leno
Absent: 1 - Yaki

000621 **[Authorizing DPH to enter into a subcontract with Asian American Recovery Services, Inc. to provide mental health staffing and services to children]**

Resolution authorizing the Department of Public Health, Population Health and Prevention, Community Health Services, to enter into a subcontract agreement in the amount of $90,000 to provide mental staffing and services to Asian American Recovery Services, Inc., the primary contractor, which does not include intellectual property indemnification and false claims clauses; retroactive to October 1, 1998. (Public Health Department)

4/7/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee. Speakers: Sai Ling Chan-Sew, Department of Public Health; Severin Campbell, Budget Analyst.

RECOMMENDED **by the following vote:**

Ayes: 2 - Bierman, Leno
Absent: 1 - Yaki

000664 **[Authorizing DPH to enter into a subcontract with John Snow, Inc. to collect data from individuals who have taken anti-HIV medications after non-occupational exposure]**

Resolution authorizing the Department of Public Health, Community Health Services, Office of Special Projects, to enter into a subcontract agreement in the amount of $214,582 to provide local Postexposure Prophylaxis data to the primary contractor, John Snow, Inc., which does not include intellectual property indemnification and false claims clauses; retroactive to April 1, 2000. (Public Health Department)

4/11/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee. Speaker: Joshua Bamberger, Department of Public Health. Amend the title on page 1 line 4 to change the amount from $214,582 to $184,850. On page 1 line 11, change the amount from $214,582 to $184,850 and on page 1 line 18, change the amount from $214,582 to 184,850.

AMENDED.

Resolution authorizing the Department of Public Health, Community Health Services, Office of Special Projects, to enter into a subcontract agreement in the amount of $184,850 to provide local Postexposure Prophylaxis data to the primary contractor, John Snow, Inc., which does not include intellectual property indemnification and false claims clauses; retroactive to April 1, 2000. (Public Health Department)

RECOMMENDED AS AMENDED by the following vote:

Ayes: 2 - Bierman, Leno
Absent: 1 - Yaki

000502 **[Urban Forests]**

Supervisors Yaki, Bierman

Hearing to evaluate the condition of the urban forests in San Francisco, review staffing and funding issues related to caring of forests, and develop a plan to increase public education regarding tree planting and maintenance.

3/20/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee. Speakers: Sheriff Michael Hennessey; Katherine Sneed, Executive Director, SF Garden Project; Milton Marks, III, Executive Director Friends of the Urban Forest; Penelope Douglas, President, Friends of the Urban Forest; George Williams, SF Garden Project; Male Speaker, SF Garden Project. Ed Stewart, Transportation Authority; Paul Sacamano, Program Manager, Urban Forestry, Department of Public Works; Tina Olson, Manager of Division of Finance and Budget, Department of Public Works; Barbara Moy, Chief of the Bureau of Street Use and Mapping, Department of Public Works; Rebecca Evans, Commission on the Environment; John Rizzo, Sierra Club; Dee Dee Workman, San Francisco Beautiful; Jonee Levy, Friends of FAU Garden/North Beach Neighbors; Carolyn Blair, San Francisco Tree Council; Mike Sullivan, Friends of the Urban Forest; Bob Pasmoor; John Ricker, Peaceful Streets; Amy Powell, Delores Heights Improvement Club; Maurice Sullivan, SF Garden Project; Frank Hall; Henry Hughes; Anthony Douglas, Supervisor Tree Corps. Supervisor Bierman requested to be added as a co-sponsor.

FILED by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Leno

000222 **[Funding]**

Supervisors Yaki, Bierman

Hearing to consider funding for the Aim High program.

1/31/00, RECEIVED AND ASSIGNED to Finance and Labor Committee.
3/7/00, TRANSFERRED to Public Health and Environment Committee.

Heard in Committee. Speakers: Alec Lee, Executive Director, Aim High; Martha Kropf, President/Board Chair of Aim High; James Harris, Aim High site director; Larry Weiss.

FILED by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Leno

000359 **[Mercury Thermometers]**

Supervisors Leno, Ammiano, Bierman, Katz

Ordinance amending Police Code by adding Article 42B, prohibiting the manufacture, importation and retail sale of mercury thermometers and specifying that a violation of the prohibition is a misdemeanor.

(Adds Article 42B.)

2/28/00, ASSIGNED UNDER 30 DAY RULE to Housing and Social Policy Committee, expires on 3/29/2000.

4/17/00, TRANSFERRED to Public Health and Environment Committee.

Heard in Committee. Speakers: Supervisor Leno; Mark Westlund, Department of the Environment; Steve Medbury and Daniel Rourke, Public Utilities Commission; Kelly Etherington, Solid Waste Management; Dr. Rajiv Bhatia, San Francisco Health Department; Female Speaker from Center for Environmental Health; Cori Traub, Clean Water Action; Stephanie Davis, Waste Reduction Remedies; John Rizzo, Sierra Club.

RECOMMENDED by the following vote:

Ayes: 3 - Bierman, Yaki, Leno

ADJOURNMENT

Meeting adjourned at 3:19 p.m.

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27/00

[Budget Analyst Report]
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CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

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BUDGET ANALYST
1390 Market Street, Suite 1025, San Francisco, CA 94102 (415) 554-7642
FAX (415) 252-0461

April 24, 2000

TO: Public Health and Environment Committee

FROM: Budget Analyst

SUBJECT: April 27, 2000 Public Health and Environment Committee Meeting

Item 1 – File 00-0663

Department:	City Administrator's Solid Waste Management Program
Item:	Resolution authorizing the City Administrator-Solid Waste Management Program (SWMP) to accept and expend a grant from the California Integrated Waste Management Board (CIWMB) of up to $300,000 in Fiscal Year 2000-2001 and continue to accept and expend recurring grant funding awarded annually for the purpose of increasing used motor oil recycling and household hazardous waste management.
Grant Amount:	Up to $300,000 per fiscal year.
Source of Funds:	The California Integrated Waste Management Board (CIWMB)
Grant Period:	July 1, 2000 – June 30, 2003 (three-year grant)
Project:	Used Oil Recycling Program
Description:	The proposed resolution would authorize the SWMP to accept and expend up to 300,000 in oil recycling grant

funding from the California Integrated Waste Management Board (CIWMB). The CIWMB is responsible for administering the California Oil Recycling Enhancement Act that provides funds to cities and counties for establishing and maintaining local used motor oil collection programs that encourage recycling or appropriate disposal of used motor oil. San Francisco has received grants from CIWMB since FY 1994-95 for this purpose. The approval of the subject grant would constitute the seventh, eighth, and ninth years the City would participate in the program.

According to Ms. Kelly Etherington of the SWMP, the goal of the Program is to support used oil collection by supporting collection facilities, and by conducting public education on proper disposal of used motor oil. There are currently 54 State certified used oil collection centers in San Francisco. At these sites, residents can drop off up to 20 gallons of used motor oil per visit. These centers are located at gasoline stations, auto supply stores and other places that are convenient to motorists.

The State Used Oil Recycling Block Grant is structured so that the amount of $300,000, which San Francisco is eligible to receive for each year of the three-year period from July 1, 2000 through June 30, 2003. Ms. Etherington advised, that the SWMP is eligible for the subject grant maximum of $300,000, yet would not exceed expenditures above the amount of $274,777 based on SWMP's subject grant history. According to Ms. Etherington, before the State releases these grant funds, the State requires that the proposed resolution be approved by the Board of Supervisors and submitted to the State.

Budget: According to Ms. Etherington, the FY 2000-2001 budget for use of the subject grant funds totals $274,777. Attachment 1, provides additional budget details.

Item	Proposed FY 2000-01 Expenditures
Permanent Collection Facility	80,000
Temporary/Mobile Collection	54,777
Publicity & Education	80,000
Personnel/Other	60,000
Total Grant Budget	$274,777

The proposed FY 2000-2001 expenditures of $274,777 is $25,223 less than the $300,000 maximum amount of grant funds that can be received (see Comment No. 3).

Matching Funds: No matching funds are required.

Indirect Costs: Indirect costs are proposed to be waived to maximize use of available grant funds on direct program expenditures.

Comment:

1. The proposed resolution would authorize the Solid Waste management Board to accept and expend the subject grant of up to $300,000 from the California Integrated Waste Management Board. According to Ms. Etherington, the SWMP has not yet accepted or expended the subject grant.

2. The CIWMB provides funds to cities and counties for establishing and maintaining local used oil collection programs that encourage appropriate disposal of used oil.

3. According to Ms. Etherington, expenses under the Permanent Collection Facility include audits of Certified Centers, filter Collections programs, and ensuring that tanks and sheds are operating properly at the marina Project. Publicity expenses would include newspaper ads, movie theater slides, radio and television ads, posters, and signs. Educational Expenses include environmental education throughout the San Francisco Unified School District, and Lawrence Livermore

presentations on Hazardous Waste. Personnel/Other expenses include items not yet identified by SWMP. According to Ms. Etherington, CIWMB would permit grant funds received but not spent to be carried over to future fiscal years. (See Attachment I for actual Budget).

4. Attachment II is the Grant Application Information Form provided by the Department of Public Health.

5. The Department of Public Health has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

Recommendation: Approve the proposed resolution.

Harvey M. Rose

cc: Supervisor Bierman
Supervisor Brown
Supervisor Yaki
Clerk of the Board
Controller
Stephen Kawa

Attachment I

Attachment D

SPENDING PROJECTION FORM
USED OIL RECYCLING BLOCK GRANT
SIXTH CYCLE, YEAR ONE

Identify the activities you plan on implementing with your Sixth Cycle Used Oil Block Grant funds. Include estimated dollar amounts. The grand total must match the amounts listed for your jurisdiction(s) listed in Attachment F. Be sure to include the filter funds in your plan.

Permanent Collection Facility
Subtotal $ 80,000.00

☐	Non-Certified Center	$	☒	Certified Centers	$ 15,000.00
☐	HHW Permanent Facility	$	☒	Filter Collection	$ 20,000.00
☐	Hauling/Recycling	$	☐	Airport Project	$
☐	Small Quantity Generators	$	☒	Marina Project	$ 45,000.00
☐	Agricultural Collection	$	☐	Other	$

Temporary or Mobile Collection
Subtotal $ 54,777.00

☒	Hauling/Recycling	$ 2,000.00	☒	Curbside	$ 50,777.00
☒	Door-to-door Collection	$ 2,000.00	☐	Filter Collection	$
☐	Temporary Events	$	☐	Agricultural Collection	$
☐	Small Quantity Generator	$	☐	Other	$

Residential Collection
Subtotal $ 0.00

☐	Filter Collection	$	☐	Other	$
☐	Hauling/Recycling	$			

Publicity and Education
Subtotal $ 80,000.00

☒	Public Education	$ 15,000.00	☐	Video	$
☒	School Education	$ 10,000.00	☒	Television	$ 15,000.00
☐	Containers	$	☐	Newspaper	$
☒	Radio	$ 5,000.00	☒	Direct Mail	$ 15,000.00
☐	Special Events	$	☐	Utility Insert	$
☐	Transit Ads	$	☐	Newsletter	$
☐	Brochure	$	☐	Other	$

Load Checking
Subtotal $ 0.00

☐	Load Checking	$	☐	Other	$

Personnel/Other
Subtotal $ 60,000.00

☒	Personnel	$ 10,000.00	☒	Other	$ 50,000.00

Grantee's Name: City and County of San Francisco

Grand Total $ 274,777.00

Authorized Signature:

Date: April 5, 2000

Attachment II
Page 1 of 2

File Number: ____________________
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Used Oil Recycling Block Grant, Sixth Cycle 2000/2003

2. Department: Solid Waste Management

3. Contact Person: Kelley Etherington Telephone: 415-554-1648

4. Grant Approval Status (check one):

[ ] Approved by funding agency [x] Not yet approved

5. Amount of Grant Funding Approved or Applied for: Approximately $ 274,777.00 annually

6a. Matching Funds Required: $0.00
b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: California Integrated Waste Management Board
b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary:
To maintain existing oil recycling opportunities for San Francisco's residents as well as implement new projects to increase oil, oil filter and other household hazardous waste recycling opportunities in San Francisco.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: July 1, 2000 End-Date: June 30, 2003

10. Number of new positions created and funded: 0

11. If new positions are created, explain the disposition of employees once the grant ends?

12a. Amount budgeted for contractual services: $200,000.00/year

b. Will contractual services be put out to bid? YES

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? YES

d. Is this likely to be a one-time or ongoing request for contracting out? Ongoing

13a. Does the budget include indirect costs? [ ] Yes [x] No

b1. If yes, how much? $
b2. How was the amount calculated?

c. If no, why are indirect costs not included?
[x] Not allowed by granting agency [ ] To maximize use of grant funds on direct services
[ ] Other (please explain):

14. Any other significant grant requirements or comments:
Funding can only be utilized for used motor oil and used oil filter recycling programs.

Disability Access Checklist*

15. This Grant is intended for activities at (check all that apply):

[ ] Existing Site(s)
[ ] Rehabilitated Site(s)
[ ] New Site(s)
[ ] Existing Structure(s)
[ ] Rehabilitated Structure(s)
[ ] New Structure(s)
[ ] Existing Program(s) or Service(s)
[ ] New Program(s) or Service(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: ______________________
(Name)

Date Reviewed: ______________

Department Approval: Paul V. Horcher Director
(Name) (Title)

____
(Signature)

Item 2 - File 00-0621

Department:	Department of Public Health
Item:	Resolution Authorizing the Department of Public Health (DPH), Community Mental Health Services, to enter into a subcontract agreement in the amount of $90,000 to provide mental health staffing and services to Asian American Recovery Services, Inc., the primary contractor, which does not include intellectual property indemnificaiton and false claims clauses; retroactive to October 1, 1998.
Program:	Comprehensive Asian Preschool Services (CAPS) Project
Contract Amount:	$90,000
Source of Funds:	Asian American Recovery Services Inc. (AARS)
Contract Period:	October 1, 1998 through September 30, 2000

Description:

The proposed resolution would authorize the Department of Public Health (DPH), Community Mental Health Services (CMHS), to enter into a subcontract agreement in the amount of $90,000 ($45,000 annually) to provide mental health staffing and services to Asian American Recovery Services, Inc., the primary contractor.

The contract would provide reimbursement to DPH for the provision of one Psychiatric Social Worker. This position's duties include consultation, early intervention, and direct clinical services to children who participate in the Comprehensive Asian Preschool Services Project (CAPS) program. The contract would retroactively cover the period of October 1, 1998 through September 30, 2000 to offset a portion of the salary of one full-time DPH Psychiatric Social Worker position (Class 2930).

The purpose of the CAPS program is to study the benefits and effectiveness of comprehensive integrated mental health and substance abuse services as well as enhanced family involvement in preschool child development activities.

Budget: See Attachment No. 1

Required Match: There is no required match.

Indirect Costs: Indirect Costs would be waived to maximize the available funds for services.

Comment: 1. The proposed resolution would authorize an agreement between the Asian American Recovery Services Inc. (AARS) and the Department of Public Health to enter an agreement to retroactively offset the costs of a Psychiatric Social Worker from October 1, 1998 through September 30, 2000. AARS has received funding from the Federal Department of Health and Human Services, Substance Abuse and Mental Health Service Administration (SAMHSA) to provide the Chinatown Child Development Center (CCDC) with psychiatric support services.

The attached memo (Attachment II) from Ms. Sai Ling Chan-Sew of DPH provides an explanation of why this subcontract is retroactive to October 1, 1998 and has not been previously submitted to the Board of Supervisors for approval. According to Ms. Chan-Sew, subject funds will partially reimburse the DPH for General Fund expenditures for the Psychiatric Social Worker.

2. The proposed resolution would waive: (1) the requirement contained in Sections 6.21 and 21.21 of the City's Administrative Code that the agreement include an indemnification of the City by Asian American Recovery Services Inc. for the infringement of patent rights; and (2) the requirement contained in Section 6.57(c) of the City's Administrative Code that the agreement include a paragraph reciting the false claim provisions contained in Section 6.57 (a) of the City's Administrative Code. Ms. Ann Alpers of the City Attorney's Office states that these requirements apply when the City purchases goods or services, not when the city receives funds from a contract. Therefore, Ms. Alpers advises that the waivers in this case are standard and pose minimal risk to the City.

Recommendation: Approve the proposed resolution.

Budget - Comprehensive Asian Preschool Services (CAPS)

	10/1/98-9/30/99	10/1/99-9/30/00	TOTAL
CONTRACTUAL	$0	$0	$0
PERSONNEL			
Approximately 57% of one (1) full-time 2930 Psychiatric Social Worker position	$45,000	$45,000	$90,000
OPERATING	$0	$0	$0
INDIRECT	$0	$0	$0

City and County of San Francisco
Department of Public Health
Population Health & Prevention
Community Mental Health Services

Child, Youth & Family Section
1380 Howard Street, 5th Floor
San Francisco, CA 94103
(415) 255-3400/FAX (415) 255-3567

April 24, 2000

Mr. Chris Arzate
Board of Supervisors
Budget Analyst
1390 Market Street, suite 1025
San Francisco, CA 94102

Dear Mr. Arzate,

This is to clarify the contract period covered on the funds from Mental Health Services Administration (SAMHSA) received by, and passed through, Asian American Recovery Services, Inc.

The amount of this funding is $90,000 and the period covered is from Oct. 1, 1998 to September 30, 2000. Although contract period begins Oct. 1, 1998, we had just been able to develop and set up the contract. During the start-up phase, we had been spending most of our time on developing and planning on the contract. Furthermore, the federal fiscal year overlaps two of the City and County of San Francisco fiscal year. Therefore, we were not able to implement our contract till the current fiscal year (FY 99-00).

Funding will be used to pay for an existing civil service staff who is currently paid by general fund. By accepting this funding from SAMHSA, we hope to replace portion of the general fund paid towards this particular employee.

Sincerely,

Sai-Ling Chan-Sew
Director

Item 3 – File 00-0664

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, Community Health Services, and the Office of Special Projects, to enter into a subcontract agreement in the amount of $214,582 to provide local Postexposure Prophylaxis data to the primary contractor, John Snow Inc., which does not include intellectual property indemnification and false claims clauses; retroactive to April 1, 2000.

Project: Postexposure Prophylaxis (P.E.P.) Registry

Amount: $214,582 (See Comment No. 6)

Period: Retroactive from April 1, 2000 to September 30, 2001

Description: Since October 1987, the Department of Public Health (DPH) and the University of California, San Francisco (UCSF), have been offering HIV Postexposure Prophylaxis (PEP) to individuals following non-occupational HIV exposure. PEP services include collaborative efforts amongst service providers such as the Sexually Transmitted Disease Clinic and San Francisco General to provide medication and counseling as well as intensive behavioral counseling to assist the individual in avoiding exposure in the future. Each individual who comes into a PEP site sees an interviewer, a counselor for HIV risk reduction counseling, a clinician for medical assessment and a phlebotomist for blood tests. The individuals return for further counseling, test results and occasional blood tests periodically over the next year.

The DPH, the Office of Special Projects (OSP), would collaborate with John Snow Inc. (JSI) who has received a grant from the Center for Disease Control (CDC) to work with various public and private PEP service providers to enroll individuals who have taken anti-HIV medications after experiencing non-occupational exposure. JSI is a non-profit agency specializing in public health training. In July 1999, the CDC began a national non-occupational PEP registry and awarded JSI a grant to begin this work.

JSI would sub-contract with DPH for the creation of the PEP Registry. In addition, UCSF would provide a research assistant as a subcontractor to DPH. The goal of this project is to enroll and register all individuals who receive non-occupational PEP in San Francisco. The registry would also collect confidential data on the risk behavior of individuals that preceded the necessity of initiating medication. The data will be submitted to JSI Inc. by DPH, and then forwarded to the CDC. This confidential data would be used to fulfill the CDC's efforts at creating the national PEP Registry.

Budget: A summary budget for project expenditures of the $184,850 (instead of the $214,582 stated in the resolution) is shown below. (See Comment No. 6).

Item	FY 1999-00	FY 2000-01	FY 2001-02	Total
	3 Months April 1 to June 30	12 Months July 1 to June 30	3 Months July 1 to Sept. 30	18 Months
DPH–Personnel:				
Physician Salaries & Benefits (Classification 2232, 0.1 FTE): (See Comment No. 2)	$3,462	$14,543	$3,636	$21,641
Indirect Costs (8%);	277	1,164	291	1,732
Subtotal:	$3,739	$15,707	3,927	23,373
UCSF PMP Subcontract: January 1, 2000- Sept. 30, 2001 (See Comment No. 3 & 4)				
Research Asst. (1.0 FTE)	$15,747	$62,988	$15,747	$94,482
Rent, equipment, phone, support services.	2,499	9,996	2,499	14,994
Indirect Costs (47.5 %) (See Comment No. 5)	8,667	34,667	8,667	52,001
Subtotal	26,913	107,651	26,913	161,477
Total:	$30,652	$123,358	30,840	$184,850

Indirect Costs: The budget includes indirect costs calculated at 8% of DPH personnel costs totaling $1,732.

Comment:

1. The subcontract is for eighteen months, from April 1, 2000 through September 30, 2001.

2. Dr. Bamberger advises that personnel services provided by the 0.1 FTE physician of DPH would be paid retroactive to April 1, 2000. This includes fringe benefits calculated at 26% as services have been provided since that date. A 5% annual increase has been included for the cost of estimated salary increases for the final two fiscal years. Project Physician services include technical assistance, availability for daily triage and counsel, training for PEP providers, assistance to community physicians for PEP Registry, direction to the research assistant, and research and develop a list of PEP services in major metropolitan areas of the United States for patient referral services.

3. According to Dr. Bamberger, the UCSF subcontract for a Research Assistant (RA) was awarded on a sole source basis because of the UCSF affiliation with San Francisco General. The period of activity for the subcontract between DPH and UCSF began on April 1, 2000 and will expire on September 30, 2001. Therefore, the proposed resolution is retroactive to April 1, 2000. The 1.0 FTE UCSF RA will enroll subjects into the CDC /PEP Registry. The RA will review data charts and collect data of individuals who previously sought PEP services.

4. Rental costs were included as required by UCSF contracting practices. The monthly rent including telephone and support services amounts to $833 per month for the duration of the subcontract period.

5. Dr. Bamberger advises that Indirect Costs totaling $52,001 for UCSF's services is the UCSF overhead rate for all campus projects. This overhead amount was calculated at 47.5% of UCSF Personnel and Operating expenses. This amount is included in the $161,477

included for UCSF in the subcontract between DPH and JSI Inc.

6. Dr. Bamberger advised that the original budget totaling $214,582 has been revised and is reflected in the budget summary shown above due to cost estimate revisions. Therefore, the Budget Analyst recommends that the original amount of $214,582, be reduced by $29,732 to $184,850 to reflect the revised budget.

7. The proposed resolution would waive: (1) the requirement contained in Sections 6.21 and 21.21 of the City's Administrative Code that the agreement include an indemnification of the City by John Smith Inc. for the infringement of patent rights; and (2) the requirement contained in Section 6.57(c) of the City's Administrative Code that the agreement include a paragraph reciting the false claim provisions contained in Section 6.57 (a) of the City's Administrative Code. Ms. Ann Alpers of the City Attorney's Office states that these requirements apply when the City purchases goods or services, not when the city receives funds from a contract. Therefore, Ms. Alpers advises that the waivers in this case are standard and pose minimal risk to the City.

Recommendation: Amend the proposed resolution to reduce the subcontract amount by $29,732, from $214,582 to $184,850, in accordance with Comment No. 6 above.

Approve the proposed resolution, as amended.

Harvey M. Rose

cc: Supervisor Bierman
Supervisor Brown
Supervisor Yaki
Clerk of the Board
Controller
Stephen Kawa

90.80
2
/1/00

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City and County of San Francis
Meeting Minutes
Public Health and Environment Co

Members: Supervisors Sue Bierman, Amos Brown and

Acting Clerk: Deborah Muccino

May 11, 2000 **12:59 PM** **City Hall, Room 263**

Special Meeting

Members Present: Sue Bierman, Amos Brown, Michael Yaki.

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Meeting Convened

Meeting convened at 1:05 p.m.

REGULAR AGENDA

000719 **[Decline in Charity Care Provided by San Francisco's Not-for-Profit Hospitals]**

Supervisor Ammiano

Hearing to consider the decline in charity care provided by San Francisco's not-for-profit hospitals and its impact on patients, workers, and the public health system.

4/17/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee. Speakers: Supervisor Tom Ammiano; Sal Rosselli, President, SEIU Local 250; Fred Seavey, Researcher, SEIU Local 250; Tim Berthold, Public Policy Director, Health Access; Roma Guy, President, San Francisco Health Commission; Mitchell Katz, Director of Public Health; Sue Zupko, Respiratory Therapist, St. Mary's Medical Center; Nora Roman, Coordinator, Emergency Coalition to Save Public Health; Lorrie Beth Slonsky, Paramedic, SF Fire Department; Irwin Hoff, California Consumer Health Care Council; Anita Grier, President, Community College Board; Jack Fries, CEO, St. Luke's Hospital; Nathan Nayman, Regional V.P., Hospital Council; Martina Gillis, Coordinator, Coalition for Ethical Welfare Reform; Julio Mateo, Executive Director, Latino Coalition for a Healthy California; Barbara Newman, MD & MPH, California Physicians Alliance; Philip Babcock, President, Harvey Milk LBGT Democratic Club; Shirley Bierley, President, Senior Power; Mary Kate Connor, Executive Director Caduceus; Mary Anne Cryan, Consumer Union; Esther Lee, Co-Chair, Alice B. Toklas Lesbian and Gay Democratic Club; Eileen Hansen, Public Policy Director, AIDS Legal Referral; Bill Price; Rebecca, Homeless Pre-Natal Program; Bob Planthold, Representative, Disability Community Democratic Club; Sister Paris; Gilbert Criswell; Darren Lewis; Barry Lawlor; Female Speaker; Mark O'Kishima; Sam Pooner; Ralph Monda; Wayne Philips; Kathy Perry, Kaiser Permanente; Bill Schwalb.

CONTINUED TO CALL OF THE CHAIR by the following vote:

Ayes: 3 - Bierman, Brown, Yaki

ADJOURNMENT

Meeting adjourned at 2:49 p.m.

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11/00

City and County of San Franc
Meeting Minutes
Public Health and Environment C

Members: Supervisors Sue Bierman, Amos Brown an

Acting Clerk: Deborah Muccino

[All Committees]
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Main Library

May 11, 2000 **1:00 PM** **City Hall, Room 263**

Regular Meeting

Members Present: Sue Bierman, Amos Brown.

Members Absent: Michael Yaki.

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Meeting convened

Meeting convened at 2:51 p.m.

000692 **[Grant funds to be used in collecting data to develop a State policy that will be distributed to medical care providers working with survivors of sexual assault]**

Resolution authorizing the Department of Public Health, Population Health and Prevention, Urban Community Health, to accept retroactively and expend grant funds of $30,000 from the State Office of AIDS, for the HIV Post-Exposure Prophylaxis Project and to enter into an agreement which includes an indemnification clause and does not include intellectual property indemnification and false claims clauses. (Public Health Department)

4/14/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee. Speakers: Joan Miles, office of Special Projects; Severin Campbell, Budget Analyst's office. Amended on page 2 line 16 to delete the period after renewed and substitute a semicolon, and to add the words "and, be it". And, to add a last further resolved clause: "Further Resolved, The Controller is urged to designate the position created under the grant as "G" or grant-funded position, which would terminate when the grant expires."

AMENDED.

RECOMMENDED AS AMENDED by the following vote:

Ayes: 2 - Bierman, Brown
Absent: 1 - Yaki

000693 **[Grant funds to support the Transitions Program which will prepare 5th grader students for multiple transitions to adolescence]**

Resolution authorizing the Department of Public Health, Population Health and Prevention Division, Community Health Promotion and Prevention, to accept retroactively and expend grant funds of $25,000 from the Richard and Rhoda Goldman Fund to provide the transitions program and to enter into an agreement which does not include intellectual property indemnification and false claims clauses. (Public Health Department)

4/14/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this matter be calendared at the April 27, 2000 meeting.

Heard in Committee. Speakers: Severin Campbell, Budget Analyst's office; Lucille Burlew Lawler, Department of Public Health. Amended on page 2 line 14 to delete the period after renewed and substitute a semicolon, and to add the words "and, be it". And, to add a last further resolved clause: "Further Resolved, The Controller is urged to designate the position created under the grant as "G" or grant-funded position, which would terminate when the grant expires."

AMENDED.

RECOMMENDED AS AMENDED by the following vote:

Ayes: 2 - Bierman, Brown
Absent: 1 - Yaki

000725 **[Grant funds to be used to increase beverage container recycling]**

Resolution authorizing the City Administrator to accept and expend a $231,063 payment from the Department of Conservation (DOC) for fiscal year 1999/2000 and continue to accept and expend similar annually recurring payments. (City Administrator)

4/19/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee. Speakers: David Assman, Solid Waste Management Program; Severin Campbell, Budget Analyst's office. Amended on page 1 line 4, after the word accept, delete the words "and expend". And, on page 1, line 17, after the word and, add the word "accept".

AMENDED.

Resolution authorizing the City Administrator to accept and expend a $231,063 payment from the Department of Conservation (DOC) for fiscal year 1999/2000 and continue to accept similar annually recurring payments. (City Administrator)

RECOMMENDED AS AMENDED by the following vote:

Ayes: 2 - Bierman, Brown
Absent: 1 - Yaki

000776 **[Approving a subcontract with the Regents of UCSF to designate a project director who shall be responsible for the technical and administrative conduct of this project]**

Resolution authorizing the Department of Public Health, Population Health and Prevention, Community Mental Health Services, to enter into a subcontract in the amount of $3,285.31 with the University of California (San Francisco), the primary contractor to provide data and consultation for a study of the consequences of Comorbid Drug Abuse and Mental Disorders, which includes a rights in data clause and does not include intellectual property indemnification and false claims clauses; retroactive to September 1, 1999. (Public Health Department)

4/24/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee. Speaker: Lucille Burlew Lawler, Department of Public Health.

RECOMMENDED by the following vote:

Ayes: 2 - Bierman, Brown
Absent: 1 - Yaki

000660 **[Medical Cannabis Identification Card Program]**

Supervisor Leno

Hearing to discuss the Department of Public Health's plans for implementing an ordinance authorizing the issuance of medical cannabis identification cards to individuals who qualify under California Health and Safety Code Section 11362.5 as users of medical cannabis or as primary caregivers to medical cannabis users.

4/10/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee. Speakers: Supervisor Mark Leno; Herminia Palacio, Department of Public Health; Chief Sanders, SFPD. Wayne Justmann, S.F. Patients Resource Center; Sheba Love, CHAMP; Michelle Aldrich; Wayne Phillips; Michael Foley; Jeff Jones; Robert Raich; Rev. Randelyn Webster; Tortuga Bi Liberty; Aryn Lappgaard, CHAMP; Robyn Few; Michael Aldrich, Institute for Community Health Outreach; Gilbert Criswell; Roger Pierce; Larry Edmond; Malahhi Thorn; Angela Leonino, Sister Paris; Male Speaker; Ann Alpers, Deputy City Attorney.

CONTINUED TO CALL OF THE CHAIR by the following vote:

Ayes: 2 - Bierman, Brown
Absent: 1 - Yaki

000732 **[Medical Cannabis Identification Cards]**

Ordinance amending Article 28, Part II, Chapter V, of the San Francisco Municipal Code (Health Code), which authorized the Department of Public Health to issue medical cannabis identification cards, by amending Section 1805 to fix rates for identification cards furnished by the Department of Public Health, effective upon approval. (Public Health Department)

(Amends Article 28, Section 1805.)

4/19/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee. Speakers: Supervisor Mark Leno; Herminia Palacio, Department of Public Health; Chief Sanders, SFPD. Wayne Justmann, S.F. Patients Resource Center; Sheba Love, CHAMP; Michelle Aldrich; Wayne Phillips; Michael Foley; Jeff Jones; Robert Raich; Rev. Randelyn Webster; Tortuga Bi Liberty; Aryn Lappgaard, CHAMP; Robyn Few; Michael Aldrich, Institute for Community Health Outreach; Gilbert Criswell; Roger Pierce; Larry Edmond; Malahhi Thorn; Angela Leonino, Sister Paris; Male Speaker; Ann Alpers, Deputy City Attorney.

RECOMMENDED by the following vote:

Ayes: 2 - Bierman, Brown
Absent: 1 - Yaki

ADJOURNMENT

Meeting adjourned at 4:27 p.m.

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11/00

[Budget Analyst Report]
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CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET ANALYST

1390 Market Street, Suite 1025, San Francisco, CA 94102 (415) 554-7642
FAX (415) 252-0461

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May 4, 2000

TO: Public Health and Environment Committee

FROM: Budget Analyst

SUBJECT: May 11, 2000 Public Health and Environment Committee Meeting

Item 1 – File 00-0692

Department:	Department of Public Health
Item:	Resolution authorizing the Department of Public Health, Population Health and Prevention, Urban Community Health, to accept retroactively and expend grant funds of $30,000 from the State Office of AIDS, for the HIV Post-Exposure Prophylaxis Project and to enter into an agreement which includes an indemnification clause and does not include intellectual property indemnification and false claims clauses.
Grant Title:	Post Exposure Prophylaxis after Sexual Assault Project (PEPASAP)
Grant Amount:	$30,000
Grant Period:	December 1, 1999 through June 30, 2000 (7 months)
Source of Funds:	California Department of Health Services,

Office of AIDS

Description: The proposed resolution would authorize the Department of Public Health (DPH) to accept retroactively and expend the subject grant of $30,000 from the State Office of AIDS. The subject grant would provide temporary funding for one Research Assistant (1802 Classification, 0.80 FTE) for the HIV Post-Exposure Prophylaxis after Sexual Assault Project (PEPASAP).

PEPASAP would develop the State policy for HIV Post-Exposure Prophylaxis (PEP) after sexual assault, which includes services such as medication and counseling. The PEPASAP program plans to: (1) Collect data on clients of the San Francisco Rape Treatment Center (SFRTC) who have been offered PEP after sexual assault; (2) Collect data on the types of medical care currently provided to survivors of sexual assault in each county in California; (3) Convene experts in the fields of sexual assault treatment and HIV prevention and treatment; (4) Draft a policy paper on PEP after sexual assault and disseminate the policy paper to medical care providers working with survivors of sexual assault.

Dr. Josh Bamberger of DPH advises, the Research Assistant funded by the subject grant would assist in data collection, data analysis and policy development.

Budget: The budget for the subject grant of $30,000 is as follows:

Fiscal Year 1999-2000 (December 1, 2000, through June 30, 2000)	
Personnel: (See Comment No. 1)	Totals
0.80 FTE (1802 Research Assistant)	$19,670
Fringe Benefits (23% of salaries)	4,523
COLA (3.15% of salaries)	620
STEP Increases (5% of salaries)	985
Subtotal	$25,798
Operating:	
Travel: (See Comment No. 2)	4,202
Total	$30,000

Required Match: None required.

BOARD OF SUPERVISORS
BUDGET ANALYST

Indirect Costs:

The proposed resolution would waive the inclusion of indirect costs in the grant budget to maximize the amount of grant funds available for program expenditures.

Comments:

1. Dr. Bamberger advises that the subject grant position would be designated "G" (grant funded). Dr. Bamberger advises that DPH would seek additional grant funding to continue this position once the subject grant has expired and that DPH would not seek to fund the position with General Fund monies.

2. Travel costs of $4,202, as shown in the Budget section of this report, would cover airfare ($3,402) and registration ($800) for one DPH staff member to attend the World Aids Conference in South Africa from July 7 through July 14, 2000. Dr. Bamberger advises that this staff member would report on the first large data set accumulated through PEPASAP research on HIV transmissions and prevention at the World Aids Conference. According to Mr. Chris Borges of the State Office of Aids, the granting agency will permit DPH to expend travel funds beyond the grant's expiration date of June 30, 2000.

3. The grant period is for seven months, beginning on December 1, 1999 and concluding on June 30, 2000. According to Dr. Bamberger, DPH has already accepted the subject grant but not expended any subject grant funds.

4. According to Dr. Bamberger, DPH has used General Fund monies to fund the part-time Research Assistant position for her work from December 1, 1999. Dr. Bamberger advises that DPH will reimburse the General Fund with the subject grant funds once the Board of Supervisors approves the subject resolution to accept retroactively and expend the subject funds. Dr. Bamberger advises that the California Department of Health and Human Services, State Office of Aids, required that three additional DPH grant applications, for a total of four HIV/AIDS related grant applications, be submitted together for one approval. According to Dr. Bamberger, the approval for the subject grant was stalled for two months due to a delay in one of the other grant

applications. DPH received and signed a Memorandum of Understanding (MOU) with the State Office of Aids for the subject grant on March 8, 2000.

5. The proposed resolution includes a clause that would waive: (1) the requirement contained in Section 21.21 of the City's Administrative Code that the proposed agreement include an indemnification of the City by the California Department of Health Services for the infringement of patent rights, copy right, trademark and other intellectual property rights; and (2) the requirement contained in Section 21.35 of the City's Administrative Code that the proposed agreement include a paragraph prohibiting and penalizing the submission of false claims. Ms. Ann Alpers of the City Attorney's Office states that the waiver of these requirements is standard and poses minimal risk to the City since the City is the recipient of the proposed grant funds (versus the City's entering into contracts for the purchase of goods or services).

6. The Attachment to this report is a Grant Application Information Form, provided by the Department of Public Health.

7. The Department of Public Health has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

Recommendations:

1. Amend the proposed resolution to urge the Controller to designate the position created under the grant as "G" or grant-funded position, which would terminate when the grant expires, in accordance with Comment No. 1 above.

2. Approval of the proposed resolution, as amended, is a policy matter for the Board of Supervisors, since DPH has already expended General Fund monies since December 1, 1999, which would need to be reimbursed with the proposed grant funds.

File Number: ____________________
(Provided by Clerk of Board of Supervisors)

Attachment

Page 1 of 2

Grant Information Form
(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: HIV Post-Exposure Prophylaxis Project

2. Department: Dept. of Public Health, Population Health and Prevention Division, Urban Community Health Section

3. Contact Person: Josh Bamberger Telephone: 554-2664

4. Grant Approval Status (check one):

[x] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: $30,000

6a. Matching Funds Required: $0.00
b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: State Office of AIDS
b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary: HIV Post-Exposure Prophylaxis Project will be utilized to develop the State policy for HIV Post-Exposure Prophylaxis (PEP) after sexual assault. Project activities will include collecting data on 1) clients who have been offered PEP after sexual assault in San Francisco, (2) the prevalence of HIV among convicted sex felons in the State of California, and (3) the context of medical care currently provided to survivors of sexual assault in the State of California. Data will be utilized to develop a policy on PEP by a small group of experts in the fields of sexual assault treatment and HIV prevention and treatment that will be distributed to medical care providers working with survivors of sexual assault.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: 12/01/99 End-Date: 6/30/00

10. Number of new positions created and funded: 0

11. If new positions are created, explain the disposition of employees once the grant ends?

12a. Amount budgeted for contractual services: $0.00

b. Will contractual services be put out to bid? Not Applicable

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? Not Applicable

d. Is this likely to be a one-time or ongoing request for contracting out? Not Applicable

13a. Does the budget include indirect costs? [ ] Yes [x] No

b1. If yes, how much? $N/A
b2. How was the amount calculated? N/A

c. If no, why are indirect costs not included?
[ ] Not allowed by granting agency
[ ] Other (please explain):
[X] To maximize use of grant funds on direct services

14. Any other significant grant requirements or comments:

Disability Access Checklist*

15. This Grant is intended for activities at (check all that apply):

[x] Existing Site(s)
[ ] Rehabilitated Site(s)
[ ] New Site(s)

[ ] Existing Structure(s)
[ ] Rehabilitated Structure(s)
[ ] New Structure(s)

[ ] Existing Program(s) or Service(s)
[x] New Program(s) or Service(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: ______
Norman Nickens

Date Reviewed: 5-30-00

Department Approval: Mitchell Katz, M.D. (Name) Director of Public Health (Title)

______ (Signature)

Item 2 – File 00-0693

Department:	Department of Public Health
Item:	Resolution authorizing the Department of Public Health, Population Health and Prevention Division, Community Health Promotion and Prevention, to accept retroactively and expend grant funds of $25,000 from the Richard and Rhoda Goldman Fund to provide funding for the Transitions Program and to enter into an agreement which does not include intellectual property indemnification and false claims clauses.
Grant Amount:	$25,000
Grant Period:	March 1, 2000 through February 28, 2001 (One year) (See Comment No. 1)
Project Title:	Transitions Program
Source of Funds:	Richard and Rhoda Goldman Fund
Description:	The Department of Public Health developed the Transitions Program in January of 1999 to help guide San Francisco Unified School District (SFUSD) students transition into adolescence. The subject grant would fund the salary and other costs of a Health Worker, Classification 2586, on a part-time basis (0.50 FTE). The Health Worker would serve as a mentor, facilitator, and counselor to 5th grade students throughout the School District for the Transitions Program, helping 5th grade students develop confidence and problem solving skills. DPH has established a relationship through the Transitions Program with approximately 20 elementary schools in the SFUSD. The Health Worker funded by the subject grant would visit each school up to 12 times. The visits would include technical assistance and mentorship for teachers and guidance training for parents.

Budget: The budget for the subject grant of $25,000 is as follows:

Item	FY 1999 - 00 March 1 - June 30, 2000	FY 2000-01 July 1 - Feb. 28, 2001	Total
Personnel: (See Comment No. 1)			
0.50 FTE (2586 Health Worker)	$6,277	$12,554	$18,831
Fringe Benefits (28% of salaries)	1,443	2,887	4,330
COLA (8% of salaries)	198	396	594
STEP Increases (5% of salaries)	314	628	942
Subtotal:	$8,232	$16,465	$24,697
Operating:			
Travel:	101	202	303
Subtotal:	$101	$202	$303
Total:	$8,333	$16,667	$25,000

Required Match: None required.

Indirect Costs: The proposed resolution would waive the inclusion of indirect costs in the grant budget to maximize the amount of available subject grant funds on direct services.

Comments: 1. The grant period is for one year, beginning on March 1, 2000 and concluding on February 28, 2001. According to Ms. Bedran, the subject resolution requests retroactive authorization because DPH has already accepted and received the subject grant. However, Ms. Bedran states that DPH has not yet expended any of the subject funds. Ms. Bedran advises that the Health Worker funded by the subject grant began working for the Transitions Program on April 1, 2000. According to Ms. Bedran, the Health Worker is also assigned to the Wedge Program, another DPH program providing health education to youth. Ms. Bedran advises that since April 1, 2000, DPH has used monies from a Wedge Grant from the Federal Center for Disease Control to fund the part-time Health Worker for his/her work on the Transitions Program. According to Ms. Bedran, DPH will reimburse the Wedge Program with the proposed Transition Program grant funds once the Board of Supervisors approves the subject resolution.

2. Ms. Badran advises that the Health Worker position would be designated "G" (grant funded). The position would terminate when the grant expires. Ms. Badran advised that the subject grant is a one-time funding

grant. DPH would seek additional grant funding to continue this position once the subject grant has expired.

3. Travel costs totaling $303 are included under operating expenses to cover required local travel expenditures such as mileage, parking and other related costs. According to Ms. Badran, the Health Worker is required to travel locally to various schools within the SFUSD.

4. The proposed resolution includes a clause that would waive: (1) the requirement contained in Section 21.21 of the City's Administrative Code that the agreement include an indemnification of the City by the Richard and Rhoda Goldman Fund for the infringement of patent rights, copy right, trademark and other intellectual property rights; and (2) the requirement contained in Section 21.35 of the City's Administrative Code that the agreement include a paragraph prohibiting and penalizing the submission of false claims. Ms. Ann Alpers of the City Attorney's Office states that the waiver of these requirements is standard and poses minimal risk to the City since the City is the recipient of the proposed grant funds (versus the City's entering into contracts for the purchase of goods or services).

5. The Attachment to this report is a Grant Application Information Form, provided by the Department of Public Health.

6. The Department of Public Health has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

Recommendations:

1. Amend the proposed resolution to urge the Controller to designate the position created under the grant as "G" or grant-funded position, which would terminate when the grant expires, in accordance with Comment No. 2 above.

2. Approval of the proposed resolution, as amended, is a policy matter for the Board of Supervisors since the DPH has already accepted the subject grant funds and expended other grant funds since April 1, 2000, which would need to be reimbursed with the proposed Transitions Program grant.

BOARD OF SUPERVISORS
BUDGET ANALYST

File Number: ____________________
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Transitions Program

2. Department: San Francisco Department of Public Health, Population Health and Prevention Division, Community Health Promotion and Prevention, Health Promotion

3. Contact Person: Carol Badran Telephone: 554-2618

4. Grant Approval Status (check one):

[x] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: $25,000

6a. Matching Funds Required: $0.00
b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: Richard and Rhoda Goldman Fund
b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary: *Transitions* prepares 5th grader students for multiple transitions they face, helping them develop the confidence, problem solving skills, and foresight to effectively manage the challenges of the transition to adolescence. Grant will be utilized to pay for the salary of a Health Worker II.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: March 1, 2000 End-Date: February 28, 2001

10. Number of new positions created and funded: .50 FTE

11. If new positions are created, explain the disposition of employees once the grant ends? Department will obtain additional grant funding from other grantors so that employee may continue to work on program when this grant ends.

12a. Amount budgeted for contractual services: $0.00

b. Will contractual services be put out to bid? N/A

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A

d. Is this likely to be a one-time or ongoing request for contracting out? One time

13a. Does the budget include indirect costs? [ ] Yes [x] No

b1. If yes, how much? N/A
b2. How was the amount calculated? N/A

c. If no, why are indirect costs not included?
[ ] Not allowed by granting agency
[ ] Other (please explain):
[X] To maximize use of grant funds on direct services

14. Any other significant grant requirements or comments:

****Disability Access Checklist*****

15. This Grant is intended for activities at (check all that apply):

[x] Existing Site(s)
[ ] Rehabilitated Site(s)
[ ] New Site(s)
[ ] Existing Structure(s)
[ ] Rehabilitated Structure(s)
[ ] New Structure(s)
[x] Existing Program(s) or Service(s)
[ ] New Program(s) or Service(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer:________________________
Norman Nickens

Date Reviewed:________________

Department Approval:

____
Mitchell Katz, M.D. Director of Public Health

Item 3 – File 00-0725

Department: City Administrator

Item: Resolution authorizing the City Administrator to accept and expend a $231,063 payment from the Department of Conservation (DOC) for Fiscal Year 1999-2000 and continue to accept and expend similar annually recurring payments.

Payment Title: Beverage Container Recycling Payment (BCRP).

Payment Amount: $231,063

Payment Period: July 1, 2000 to June 30, 2002 (Two years)

Source of Funds: California Department of Conservation,
Division of Recycling.

Description: The proposed resolution would authorize the Solid Waste Management Program (SWMP) to accept and expend a $231,063 beverage container recycling payment from the Department of Conservation (DOC). The subject payment would allow SWMP to enter a contract with a recycling service provider. The contractor would create a public education campaign on recycling and provide beverage container recycling receptacles in San Francisco.

For the past twenty years, the SWMP has worked with residents, businesses, and institutions such as the San Francisco Unified School District (SFUSD) to promote recycling efforts. The public education campaign produces media related items such as brochures, print articles, advertisements, and bus boards. The subject payment also provides funding to add 468 beverage container recycling receptacles to the 372 existing receptacles, for a total of 840 receptacles, on top of trashcans located on City streets over the next two years. Each component would comply with the State Integrated Waste Management Act (IWMA, Assembly Bill 939). The IWMA requires that by the year 2000, California counties are to reduce the amount of their solid waste by 50 percent through recycling programs.

Budget: A draft budget, provided by Mr. Robert Haley of the SWMP, for the subject payment of $231,063 is as follows: (See Comments No. 1 & 2)

Item	FY 2000-01	FY 2001-02	Total
Operating Expenses			
Recycling Receptacles	$35,532	$35,531	$71,063
Personnel Expenses			
Production/Management	45,000	45,000	90,000
Project Management	10,000	10,000	20,000
Creative Services	10,000	10,000	20,000
Artwork	10,000	10,000	20,000
Community outreach	5,000	5,000	10,000
Subtotal	$80,000	$80,000	$160,000
Total	$115,532	$115,531	$231,063

Required Match: No matching funds are required by the DOC.

Indirect Costs: The proposed resolution would waive Indirect Costs as they are not allowed by the DOC.

Comments: 1. According to Mr. Haley, the above draft budget is an estimate for operating and personnel costs based on a current contract for a public education campaign with Davis and Associates, a public relations firm. According to Mr. Haley, the $71,063 for recycling receptacles in the above budget will be used to purchase approximately 468 additional beverage-recycling containers at an estimated cost of $152 per container. Mr. Haley advises that a precise budget will not be available until a contractor is selected and the specific public education campaigns are determined. After the selection of a contractor, SWMP would adjust the budget to conform to the contract. Mr. Haley advises that a Request for Proposals (RFP) has been issued for a prospective contractor and that the pre-bidding conference was held on May 1, 2000. The contract bids are due on May 15, 2000, and work is projected to begin on July 1, 2000, for a two-year period ending on June 30, 2002.

2. According to Mr. Haley, the DOC authorizes the SWMP to expend the subject $231,063 payment for programs and/or services related to beverage container recycling or litter reduction.

3. Mr. Haley advises that this proposed payment is the first of four payments to be received by SWMP from the DOC. Additionally, Mr. Haley advises that all-future payments from the Department of Conservation for recycling services would be included in the SWMP's annual budgets.

4. The proposed resolution contains a provision that authorizes the City Administrator to accept and expend all future annual payments from the DOC, without first obtaining Board of Supervisors approval. Mr. Haley advises that this resolve clause was included because the number of future payments to the SWMP by the DOC is not certain. However, as noted above, future payments would be included in the SWMP annual budget. Therefore, the Budget Analyst recommends that the proposed resolution be amended to permit acceptance but not expenditure of any future payments from the DOC, and to therefore require that all future expenditures be subject to the Board of Supervisors approval.

5. The Attachment to this report is a Grant Application Information Form, provided by the Department of Public Health.

6. The Department of Public Health has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

Recommendations:

1. Amend the proposed resolution to delete provisions authorizing the City Administrator to expend any future payments from the Department of Conservation, in accordance with Comment No. 4 above.

2. Approve the proposed resolution, as amended.

File Number: ____________________
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Beverage Container Recycling Payment

2. Department: Solid Waste Management Program

3. Contact Person: David Assmann Telephone: 415-554-3409
Robert Haley 554-3430

4. Grant Approval Status (check one):

[ ] Approved by funding agency [x] Not yet approved

5. Amount of Grant Funding Approved or Applied for: Approximately $ 231,063 annually

6a. Matching Funds Required: $0.00
b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: California Department of Conservation, Division of Recycling
b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary:
To increase recycling of beverage containers through public education and recycling receptacles.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: July 1, 2000 End-Date: On-going

10. Number of new positions created and funded: 0

11. If new positions are created, explain the disposition of employees once the grant ends?

12a. Amount budgeted for contractual services: $231,063/year

b. Will contractual services be put out to bid? YES

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? YES

d. Is this likely to be a one-time or ongoing request for contracting out? Ongoing

13a. Does the budget include indirect costs? [ ] Yes [x] No

b1. If yes, how much? $
b2. How was the amount calculated?

c. If no, why are indirect costs not included?
[x] Not allowed by granting agency
[ ] To maximize use of grant funds on direct services
[ ] Other (please explain):

14. Any other significant grant requirements or comments:
Funding is to be used for beverage container recycling.

****Disability Access Checklist*****

15. This Grant is intended for activities at (check all that apply):

[ ] Existing Site(s)
[ ] Rehabilitated Site(s)
[ ] New Site(s)
[ ] Existing Structure(s)
[ ] Rehabilitated Structure(s)
[ ] New Structure(s)
[ ] Existing Program(s) or Service(s)
[x] New Program(s) or Service(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: ______________________
(Name)

Date Reviewed: ______________

Department Approval: Paul Horcher (Name) Director (Title)

Paul W Horcher
(Signature)

Item 4 – File 00-0776

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, Population Health and Prevention, Community Mental Health Services, to enter into a subcontract in the amount of $3,285.31 with the University of California, San Francisco, the primary contractor, to provide data and consultation for a study of the consequences of Comorbid Drug Abuse and Mental Disorders, which includes a rights in data clause and does not include intellectual property indemnification and false claims clauses; retroactive to September 1, 1999.

Contractor: University of California, San Francisco (UCSF)

Subcontract Amount: $3,285.31 (See Comment No. 2)

Contract Period: September 1, 1999 through August 31, 2000
(See Comment No. 1)

Description: The University of California, San Francisco (UCSF) received funding from the National Institutes of Health (NIH) for a research project entitled *Comorbid Drug Abuse and Mental Disorders (CDAMD). Comorbid* refers to patients diagnosed with both mental health disorders and substance abuse problems. The proposed resolution would a approve subcontract between the Department of Public Health (DPH) and UCSF in the amount of $3,285.31 for DPH to provide data and consultation on this research project.

According to Mr. Bill McConnell of DPH, the subcontract with UCSF would fund the salary of one Research Psychologist, Classification 2575 (0.03 FTE). This Research Psychologist would be responsible for providing DPH data to UCSF related to patients diagnosed with both mental health disorders and substance abuse problems.

Budget: The budget for the proposed subcontract for the period from September 1, 1999 through August 31, 2000 is as follows: (See Comment No. 2)

Item	**Total**
Personnel:	
0.03 FTE (2575, Research Psychologist)	$2347
Fringe Benefits (23% of salary)	540
Subtotal:	$2887
Indirect Costs (for General Fund)	145
Subtotal:	$3032
Indirect Costs	144
Total:	$3,176

Matching Costs: None required

Indirect Costs: $144

Comments: 1. The subcontract period is for one year, beginning on September 1, 1999 and concluding on August 31, 2000. According to Mr. McConnell, the subject resolution requests retroactive authorization because, although DPH has not yet received the subject funds, DPH already began work on this subcontract in September of 1999. Mr. McConnell states that since September of 1999, DPH has used General Fund monies to fund the part-time position covered by the subcontract (0.03 FTE Research Psychologist). According to Mr. McConnell, DPH will reimburse the General Fund with the subject subcontract funds once the Board of Supervisors approves the subject resolution and DPH receives the subcontract funds from UCSF. Mr. McConnell advises that DPH was waiting for UCSF to finalize its funding from the California Department of Health and Human Services before seeking Board of Supervisors approval for the subject subcontract.

2. The subject resolution authorizes DPH to enter into a subcontract with UCSF for an amount of $3,285.31. According to Mr. McConnell, DPH has since revised the

total subcontract amount to $3,032, as shown in the budget above. Total funding required, including indirect costs, therefore amounts to $3,176.

3. The proposed resolution would authorize the Director of Health, without subsequent approval by the Board of Supervisors, to enter into similar agreements with UCSF, if the grant recurs or is renewed.

4. The proposed resolution would waive: (1) the requirement contained in Section 21.21 of the City's Administrative Code that the agreement include an indemnification of the City by the University of California, San Francisco (UCSF) for the infringement of patent rights and other intellectual property rights; and (2) the requirement contained in Section 21.35 of the City's Administrative Code that the agreement include a paragraph prohibiting and penalizing the submission of false claims. Ms. Paula Jesson of the City Attorney's Office states that the waiver of these requirements is standard and poses minimal risk to the City since the City is the recipient of the proposed funds under a subcontract with UCSF (versus the City's entering into contracts for the purchase of goods or services).

Recommendation: Approval of the proposed resolution is a policy matter for the Board of Supervisors because: (1) the resolution contains a provision that authorizes the Director of Health to enter into similar agreements if the subcontract recurs or is renewed, without first obtaining Board of Supervisors approval, and (2) DPH began work on this subcontract in September of 1999, and has been using General Fund monies to support the position partially funded by the subcontract, which would be reimbursed once DPH receives the subcontract funds.

Items 5 and 6 – Files 00-0660 and 00-0732

Department: Department of Public Health (DPH)

Items: File 00-0660: Hearing to discuss the Department of Public Health's plans for implementing an ordinance authorizing the issuance of medical cannabis identification cards to individuals who qualify under California Health and Safety Code Section 11362.5 as users of medical cannabis or as primary caregivers to medical cannabis users.

File 00-0732: Ordinance amending Article 28, Part II, Chapter V, of the San Francisco Health Code which authorized the Department of Public Health to issue medical cannabis identification cards, by amending Section 1805 to fix rates for identification cards furnished by the Department of Public Health.

Description: In January 2000, the Board of Supervisors approved an ordinance (File 99-2079) authorizing the Department of Public Health (DPH) to issue voluntary medical cannabis user identification cards to individuals who qualify under California Health and Safety Code Section 11362.5 as (a) users of medical cannabis and (b) primary caregivers to medical cannabis users. The proposed ordinance would establish an application fee of $25 for each identification card issued to each (a) user of medical cannabis and each (b) primary caregiver to medical cannabis users. The medical cannabis identification cards are intended to assist Peace Officers in identifying individuals whose possession of medical cannabis is permissible under Health & Safety Code Section 11362.5.

Budget: The proposed budget of the Medical Cannabis Identification Card Program is as follows:

Personnel	
0.50 FTE 2586 Health Worker II	
Salary ($721.5 biweekly x 26.1 pay periods)	$18,831
Fringe benefits	4,708
Subtotal	$23,539
Non-Personnel Costs	
Materials and Supplies	$3,500

Digital Camera and Equipment	$3,500
Subtotal	$7,000
Total	$30,539
Revenue	
1,222 identification cards issued annually (at a unit cost of $25 per card)	$30,550

Comments:

1. According to Ms. Anne Okubo of DPH, although the Board of Supervisors authorized DPH to issue identification cards in January 2000, to date, no such identification cards have been issued. Ms. Okubo advises and as shown above, the cost for 0.5 FTE Health Worker II to process the identification card applications is projected to approximately offset the revenue generated from issuing the identification cards during the first year.

2. Ms. Okubo states DPH may waive the fee, partially or in whole, for applicants who are determined as unable to pay such fees. Ms. Okubo advises that the $25 fee for the identification card should be sufficient to cover DPH's costs of processing identification cards for those individuals who would have their fees waived. DPH has not developed criteria establishing the qualifications for a full or partial fee waiver. A full or partial fee waiver will be based on similar criteria the Department uses when providing care to the indigent, states Ms. Okubo.

3. Ms. Okubo states that the budgeted cost to purchase a digital camera and equipment is a one-time charge. According to Ms. Okubo, the budget for materials and supplies for the Medical Cannabis Identification Card Program would provide funds for approximately 5,000 certificates. DPH projects that it will issue approximately 1,222 certificates annually. The supply, therefore, should last slightly more than four years if 1,222 identification cards are issued annually. Therefore, Ms. Okubo advises that after the first year, the costs of continuing the program should be reduced by these one-time ($3,500 for camera and equipment) or periodic ($3,500 for material and supplies) expenditures.

Recommendation: Approval of the proposed ordinance is a policy matter for the Board of Supervisors.

Harvey M. Rose

cc: Supervisor Bierman
Supervisor Brown
Supervisor Yaki
Clerk of the Board
Controller
Stephen Kawa

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City and County of San Francis
Meeting Minutes
Public Health and Environment Co

[All Committees]
Government Document Section
Main Library

Members: Supervisors Sue Bierman, Amos Brown and

Acting Clerk: Deborah Muccino

May 25, 2000 **1:00 PM** **City Hall, Room 263**

Regular Meeting

Members Present: Sue Bierman, Amos Brown, Michael Yaki.

Meeting convened

The meeting convened at 1:12 p.m.

000927 **[Recreation and Park Department, Childhood Lead Poisoning Prevention Program]**

Supervisor Bierman

Hearing to discuss the status of the Recreation and Park Department's childhood lead poisoning prevention program.

5/15/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in committee. Speakers: Joel Robinson, Recreation and Parks Department; Neil Gendel, Director, Healthy Children Organizing Project.

CONTINUED TO CALL OF THE CHAIR by the following vote:

Ayes: 3 - Bierman, Brown, Yaki

000501 **["Green" Incentives]**

Supervisor Yaki

Hearing to evaluate the efficacy of incentives or penalties to cultivate "green building," "green structures," and "green developments" in both private and public sectors.

3/20/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in committee. Speakers: Francesca Vietor, Director, Department of Environment; David Henzel, Hetch Hetchy Water & Power; Bill Burke, Pacific Energy Center (PG&E); Vince Schwent, California Energy Commission's Renewables Program; David Gotfried, WorldBuild Technologies; Danny Burman; Ken Cleveland, Building and Owners Management Association; Greg Kennedy, Occidental Power Solar and Cogent Company; Greg Rosen, Powerlite Corporation; Carrie Smith, Center for Energy Efficiency; Walt Pyle; David Horchal, Mayor's office.

FILED by the following vote:

Ayes: 3 - Bierman, Brown, Yaki

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ADJOURNMENT

The meeting adjourned at 2:33 p.m.

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City and County of San Franc

Meeting Minutes

Public Health and Environment C

Members: Supervisors Sue Bierman, Amos Brown an

[All Committees]
Government Document Section
Main Library

Acting Clerk: Deborah Muccino

June 08, 2000 **1:00 PM** **City Hall, Room 263**

Regular Meeting

Members Present: Sue Bierman, Amos Brown, Michael Yaki.

MEETING CONVENED

The meeting convened at 1:06 p.m.

000936 **[Accept and Expend State Grant - Health Care Program for Children in Foster Care]**

Resolution authorizing the Department of Public Health, Population Health and Prevention, Children, Youth and Families, to accept retroactively and expend grant funds of $201,921 from the State Department of Health Services for the Health Care Program for Children in Foster Care and to enter into an agreement which does not include intellectual property indemnification and false claims clauses. (Public Health Department)

5/23/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in Committee. Speakers: Jeff Leone, Department of Public Health.

RECOMMENDED.. by the following vote:

Ayes: 3 - Bierman, Brown, Yaki

000920 **[Basic Vegetable Co. Products]**

Supervisors Becerril, Bierman

Resolution urging the City and the public to refrain from purchasing products from Basic Vegetable Products and Basic American Foods until the strike at Basic Vegetable's King City plant is resolved.

5/15/00, REFERRED FOR ADOPTION WITHOUT COMMITTEE REFERENCE AGENDA AT THE NEXT BOARD MEETING.

5/22/00, SEVERED FROM CONSENT AGENDA. Supervisor Kaufman requested this matter be severed so it could be considered separately.

5/22/00, REFERRED to Finance and Labor Committee. Supervisor Kaufman requested this matter be sent to committee.

5/30/00, TRANSFERRED to Public Health and Environment Committee.

Heard in committee. Speakers: Supervisor Becerril; Rafael Morfin, Teamsters Local 890; Walter Johnson, San Francisco Labor Council.

RECOMMENDED by the following vote:

Ayes: 3 - Bierman, Brown, Yaki

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000925 **[Sale of Easter Seals Building at 6221 Greary Street]**

Supervisor Yaki

Hearing regarding the sale of the building at 6221 Geary Street, to consider what effects this will have on the four non-profits who currently lease office space on this property.

5/15/00, RECEIVED AND ASSIGNED to Finance and Labor Committee.

5/31/00, TRANSFERRED to Public Health and Environment Committee.

Heard in committee. Speakers: Supervisor Yaki; Lonnie Hicks, Executive Director of Family Service Agency of San Francisco; Julia Chu, Director, Senior Services Division of Family Service Agency of San Francisco; Jim Patton, Director of Richmond Senior Center; Darrick Lam, Acting Executive Director with the Commission on Aging; Tom Mesa, Director of Geriatric Services for Community Mental Health Services/Department of Mental Health; Mike Pelfini, Regional Manager of Easter Seals; Marie Conroy Selby; Mariya Sverdlik; Roy Earnest, Family Service Agency of San Francisco; Foster Grandparent and Senior Companion Program; Malcolm Beitel; Marie Wren, Family Service Agency of San Francisco; John Yangmanchur, Director of Senior Central for Family Service Agency of San Francisco; Mary Gray; Lennie Neit; Gloria Brescia; Alexia Sochiewitz; Rodney Heinz, Ombudsman Office.

FILED by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Brown

ADJOURNMENT

The meeting adjourned at 2:42 p.m.

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[Budget Analyst Report]
Susan Hom
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CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET ANALYST

1390 Market Street, Suite 1025, San Francisco, CA 94102 (415) 554-7642
FAX (415) 252-0461

June 5, 2000

TO: Public Health and Environment Committee

FROM: Budget Analyst

SUBJECT: June 8, 2000 Public Health and Environment Committee Meeting

Item 1 – File 00-0936

Department:	Department of Public Health (DPH)
Item:	Resolution authorizing the Department of Public Health, Population Health and Prevention, Children, Youth, and Families, to accept retroactively and expend grant funds of $201,921 from the State Department of Health Services for the Health Care Program for Children in Foster Care under the terms of a Letter of Understanding which does not include intellectual property indemnification and false claims clauses.
Grant Amount:	$201,921
Grant Period:	January 1, 2000 through June 30, 2000 (6 months)
Source of Funds:	State Department of Health Services
Required Match:	None
Indirect Costs:	$5,772
Description:	The Health Care Program for Children in Foster Care is a State-mandated program to provide nursing services to foster families. The subject grant would provide funds to

pay for four Public Health Nurse positions to provide nursing services to San Francisco foster families for six months. According to DPH, this is a recurring grant and the State has informed the City that additional grant funds in the amount of approximately $403,842 would be allocated to San Francisco for the Health Care Program for Children in Foster Care for FY 2000-2001 (see Comment No. 1).

Budget:

The proposed six-month budget for the subject grant is as follows:

Salaries	$148,947
Fringe Benefits	41,705
Operating Expenses	5,500
Indirect Costs	5,772
Total	$201,924

Attachment I, provided by DPH, contains details for the summary budget noted above.

Comments:

1. According to Mr. Bob Isom of DPH, because the grant agreement expires on June 30, 2000, the subject grant funds could only be used to pay for nursing services to foster families through June 30, 2000. Under the terms of the grant agreement, the City would receive reimbursement from the FY 1999-2000 State grant for provision of such services provided prior to June 30, 2000. Unexpended funds would not be carried over into FY 2000-2001, but as previously noted, the State has notified the City that additional funds in the amount of approximately $403,842 would be allocated to the City in FY 2001-2002.

2. Mr. Isom advises that, due to delays in receiving authorization from the Department of Human Resources to hire four Public Health Nurse positions, no Public Health Nurses have been hired using the subject grant funds, and no services have been provided. According to Mr. Isom, DPH is interviewing candidates for the subject Public Health Nurse positions and expects to hire some of the four Public Health Nurses prior to June 30, 2000, upon Board of Supervisors approval of the proposed resolution. However, the Budget Analyst notes that no more than approximately $17,000 of the $201,921 grant and possibly none of the

subject grant funds will be expended prior to the expiration of the grant on June 30, 2000. Mr. Isom advises that Public Health Nurses who are hired prior to June 30, 2000, would continue to be employed in Grant-funded positions in FY 2000-2001, and that the City would receive reimbursement from the State for such services from the approximately $403,842 to be allocated to the City in FY 2000-2001.

3. The proposed resolution states that the Controller should be urged to designate the four Public Health Nurse positions created under the subject grant as "G" or grant-funded positions, which would terminate when the grant expires.

4. Because the proposed resolution would authorize the Director of Health to enter into similar agreements with the State Department of Health Services if the grant is renewed without obtaining Board of Supervisors approval, the Budget Analyst considers this approval of this resolution to be a policy matter.

5. The proposed resolution includes a clause that would waive: (1) the requirement contained in Section 21.21 of the City's Administrative Code that the proposed agreement include an indemnification of the City by the California Department of Health Services for the infringement of patent rights, copy right, trademark and other intellectual property rights; and (2) the requirement contained in Section 21.35 of the City's Administrative Code that the proposed agreement include a paragraph prohibiting and penalizing the submission of false claims. Ms. Kathleen Murphy of the City Attorney's Office states that the waiver of these requirements is standard and poses minimal risk to the City since the City is the recipient of the proposed grant funds (versus the City's entering into contracts for the purchase of goods or services).

6. Attachment II to this report is a Grant Application Information Form, provided by the Department of Public Health.

7. The Department of Public Health has prepared a Disability Access Checklist, which is on file with the Clerk of the Board's Office.

8. As noted previously, the subject grant is a six month grant which expires on June 30, 2000, and the subject grant funds will not be carried forward into FY 2000-2001. As a result of the delay in hiring Public Health Nurses for the Health Care Program for Children in Foster Care, the Budget Analyst estimates that no more than $17,000 of the $201,921 grant and possibly no grant funds will be expended prior to the June 30, 2000 expiration date. Therefore, the City will not benefit from the full $201,921 grant allocated to the City by the State in FY 1999-2000.

Recommendation: Approval of the proposed resolution is a policy matter for the Board of Supervisors, in accordance with Comment Nos. 4 and 8.

Harvey M. Rose

cc: Supervisor Bierman
Supervisor Brown
Supervisor Yaki
Clerk of the Board
Controller
Stephen Kawa

State of California - Health & Human Services Agency

Department of Health Services

San Francisco City and County

FISCAL YEAR 2000

CHILDRENS MEDICAL SERVICES
FOSTER CARE PHN ADMINISTRATIVE BUDGET

Page 1 of 2

(STATE/FEDERAL MATCH)

STATE FUNDS AND TITLE XIX FEDERAL FUNDS

COLUMN	1A	1B	1	2A	2	3A	3
CATEGORY / LINE ITEM	% or FTE	Annual Salary	TOTAL BUDGET or 2 + 3)	% or FTE	ENHANCED STATE/FEDERAL (25/75) Amount	% or FTE	NONENHANCED STATE/FEDERAL (50/50) Amount
I. PERSONNEL EXPENSE							
PHN VACANT	50	72453	36,227	85	30793	15	5434
PHN VACANT	50	72453	36,227	85	30793	15	5434
PHN VACANT	50	72453	36,227	85	30793	15	5434
PHN VACANT	50	72453	36,227	85	30793	15	5434
NURSE MANAGER	10	80770	4039	85	3433	15	606
Total Salaries and Wages			148947		126605		22342
Less Salary Savings							
Net Salaries and Wages			148947		126605		22342
Staff Benefits (28%)			41,705		35449		6256
TOTAL PERSONNEL EXPENSE			190652		162054		28598
II. OPERATING EXPENSE							
Training			2500		2500		
Travel			3000		3000		
TOTAL OPERATING EXPENSE			5500		5500		
Totals for Page 1 of 2			196152		167554		28598

Attachment I
Page 2 of 2

State of California - Health & Human Services Agency
Department of Health Services

SAN FRANCISCO CITY AND COUNTY
FISCAL YEAR 2000

CHILDREN'S MEDICAL SERVICES
FOSTER CARE ADMINISTRATIVE BUDGET JUSTIFICATION WORKSHEET

Page 2 of 2

(STATE/FEDERAL MATCH)
STATE FUNDS and TITLE XIX FEDERAL FUNDS

COLUMN	1A	1B	1	2A	2	3A	3
CATEGORY / LINE ITEM	% or FTE	Annual Salary	TOTAL BUDGET or 2 + 3)	% or FTE	ENHANCED STATE/FEDERAL (25/75) Amount	% or FTE	NONENHANCED STATE/FEDERAL (50/50) Amount
Balance Forward (from Page 1 of 2)			196,152		167554		28598
III. CAPITAL EXPENSE							
TOTAL CAPITAL EXPENSE			0				0
IV. INDIRECT EXPENSE							
External			5,772				5772
Internal							
TOTAL INDIRECT EXPENSE			5772				5772
V. OTHER EXPENSE							
TOTAL OTHER EXPENSE			0				0
BUDGET GRAND TOTAL			201924		167554		34370

File Number: ______________________
(Provided by Clerk of Board of Supervisors)

Grant Information Form

(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Health Care Program for Children in Foster Care

2. Department: Department of Public Health; Population Health and Prevention Division; Children Youth and Families; Children's Medical Services

3. Contact Person: Bob Isom Telephone: 557-5394

4. Grant Approval Status (check one):

[X] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: $201,921

6a. Matching Funds Required: $0
b. Source(s) of matching funds (if applicable): Not Applicable

7a. Grant Source Agency: State Department of Health Services
b. Grant Pass-Through Agency (if applicable): Not Applicable

8. Proposed Grant Project Summary: The State Budget Act of 1999 appropriated State General Funds to the California Department of Social Services for increasing public health nurses' time to meet the health care needs of children in foster care. Funds will be utilized to pay for the salaries of four full time Public Health Nurses and a portion of the salary for a Public Health Nurse Manager.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: 01/01/00 End-Date: 06/30/00

10. Number of new positions created and funded: 4.0

11. If new positions are created, explain the disposition of employees once the grant ends?
This grant will be renewed on an annual basis as approved by the State.

12a. Amount budgeted for contractual services: $0

b. Will contractual services be put out to bid? Not Applicable

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? Not Applicable

Attachment II
Page 2 of 2

d. Is this likely to be a one-time or ongoing request for contracting out? Not Applicable

13a. Does the budget include indirect costs? [X] Yes [ ] No

b1. If yes, how much? $5,772
b2. How was the amount calculated? .03024 of Personnel

c. If no, why are indirect costs not included? Not Applicable
[ ] Not allowed by granting agency [ ] To maximize use of grant funds on direct services
[ ] Other (please explain):

14. Any other significant grant requirements or comments: The total grant award is comprised of $59,073 from State funds and $142,848 of federal funds from MediCal Title XIX.

****Disability Access Checklist*****

15. This Grant is intended for activities at (check all that apply):

[x] Existing Site(s)
[ ] Rehabilitated Site(s)
[ ] New Site(s)

[x] Existing Structure(s)
[ ] Rehabilitated Structure(s)
[ ] New Structure(s)

[x] Existing Program(s) or Service(s)
[ ] New Program(s) or Service(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: ______
(Name)

Date Reviewed: 4/28/00

Norman Nickens

Department Approval: Mitchell Katz, M.D. Director of Health
(Name) (Title)

______
(Signature)

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City and County of San Francisco
Meeting Minutes
Public Health and Environment Committee

Members: Supervisors Sue Bierman, Amos Brown and Michael Yaki

Acting Clerk: Deborah Muccino

City Hall
1 Dr. Carlton B.
Goodlett Place
San Francisco, CA
94102-4689

June 22, 2000 **1:00 PM** **City Hall, Legislative Chambers, 2nd floor**

Regular Meeting

Members Present: Amos Brown, Michael Yaki.

Members Absent: Sue Bierman.

MEETING CONVENED

The meeting convened at 1:12 p.m.

000997 **[State Fiscal Year 1998-2001 Combined Negotiated Net Amount and Medi-Cal Agreement]**

Resolution authorizing the Department of Public Health, Community Substance Abuse Services to enter into a Combined Negotiated Net Amount and Drug Medi-Cal Agreement for the term July 1, 1998, retroactively through June 30, 2001 with the State of California, Department of Alcohol and Drug Programs in the 1999-2000 amount of $18,228,544 as a condition of receiving State funds for substance abuse treatment; holding the State Department of Alcohol and Drug Programs harmless from any and all claims resulting from the agreement; authorizing and designating the Director of Community Substance Abuse Services to sign said agreement and to approve contract amendments for less than ten percent (10%) of the contracted amount, rescinding Resolution No. 601-98. (Public Health Department)

5/30/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in committee. Speaker: Jim Stillwell, Department of Public Health.

RECOMMENDED by the following vote:

Ayes: 2 - Brown, Yaki
Absent: 1 - Bierman

001051 **[Authorizing DPH agreement with Epiphany Center to provide substance abuse services and nutritional education for women and young children]**

Resolution authorizing the Department of Public Health, Population Health and Prevention, Community Health Services, to enter into a memorandum of agreement in the amount of $3,150 to provide nutrition services to Epiphany Centers for Families in Recovery, the primary contractor, which does not include intellectual property indemnification and false claims clauses; retroactive to January 1, 2000. (Public Health Department)

6/5/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in committee. Speaker: Female speaker.

RECOMMENDED by the following vote:

Ayes: 2 - Brown, Yaki
Absent: 1 - Bierman

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001054 **[DPH agreement with the State Dept. of Rehabilitation to provide vocational assessment, job support and counseling for mentally ill]**

Supervisor Katz

Resolution authorizing the Department of Public Health, Public Health Division, Community Health Services to enter into a Cooperative Program Agreement with the Department of Rehabilitation San Francisco District, including a required match of $253,296, and which does not include intellectual property indemnification and false claims clauses, to provide vocational services to mentally-ill psychiatric clients. (Public Health Department)

6/5/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in committee. Speaker: Female speaker.

CONTINUED TO CALL OF THE CHAIR by the following vote:

Ayes: 2 - Brown, Yaki
Absent: 1 - Bierman

000974 **[Health Care Funding]**

Supervisor Becerril

Hearing to consider how the City will finance health care costs in light of federal and state cutbacks.

5/22/00, RECEIVED AND ASSIGNED to Finance and Labor Committee.

6/14/00, TRANSFERRED to Public Health and Environment Committee.

Heard in committee. Speakers: Supervisor Becerril; Joyce Ishoff, Institute of Medicine; Patrick Mattingly, Institute of Medicine; Santiago Munoz, California Association of Public Hospitals; Debbie Mesloh, Senator Feinstein's Field Representative; Sharon Johnson, Senator John Burton's office; Kevin Grumbach, M.D., University of California/SFGH; Rosemary Fox, St. Mary's Hospital; Jack Fries, St. Luke's Hospital; Jill Husain, CPMC; Ividi Alcorn-Stark, California Hospital Association; John Gressman, Community Clinic Consortium; Melinda Paras, Health Access Executive Director; Mitch Katz, Director of Health, Department of Public Health; Nora Roman, Emergency Coalition to Save Public Health.

CONTINUED TO CALL OF THE CHAIR by the following vote:

Ayes: 2 - Brown, Yaki
Absent: 1 - Bierman

000477 **[Police Code - Places of Entertainment, Free Cool Drinking Water]**

Supervisors Leno, Bierman

Ordinance amending Article 15 Section 1026 of the San Francisco Municipal (Police) Code, amending Article 15.1 of the San Francisco Municipal (Police) Code by adding Section 1060.27, and amending Article 15.2 of the San Francisco Municipal (Police) Code by adding Section 1070.27, to require places of entertainment and extended hours premises that provide dancing and dancehalls, which have a capacity of more than 500 persons, to provide free cool drinking water to patrons.

(Amends Articles 15, 15.1, and 15.2; adds Sections 1060.27 and 1070.27.)

3/20/00, RECEIVED AND ASSIGNED to Housing and Social Policy Committee.

6/14/00, TRANSFERRED to Public Health and Environment Committee.

Heard in committee. Speakers: Supervisor Leno; Al Abramowitz, Department of Public Health; Marshall Issacs, Medical Director for Emergency Services at the SF Fire Department; Michael Petri, Emergency Medical Services for Public Health; Leslie Ayres, San Francisco Late Night Coalition; Emanuel Sferios, Dance Safe; Dr. Steven Ellis; Peter Glickshtern; Ellen Komp; Stephanie Tucker; John Wood; Edward Evans.

RECOMMENDED by the following vote:

Ayes: 2 - Brown, Yaki
Absent: 1 - Bierman

ADJOURNMENT

The meeting adjourned at 3:14 p.m.

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[Budget Analyst Report]
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CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET ANALYST

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June 19, 2000

TO: Public Health and Environment Committee

FROM: Budget Analyst

SUBJECT: June 22, 2000 Public Health and Environment Committee Meeting

Item 1 – File 00-0997

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, Community Substance Abuse Services, to enter into a Combined Negotiated Net Amount and Drug Medi-Cal Agreement for the term July 1, 1998 retroactively, through June 30, 2001 with the State of California Department of Alcohol and Drug Programs in the FY 1999-2000 amount of $18,228,544 as a condition of receiving State funds for substance abuse treatment; holding the State Department of Alcohol and Drug Programs harmless from any and all claims resulting from the Agreement; authorizing and designating the Director of Community Substance Abuse Services to sign said agreement and to approve contract amendments, without subsequent approval of the Board of Supervisors, for less than 10 percent of the contracted amount, rescinding Resolution No. 601-98.

Amount: $18,228,544 in FY 1999-2000

Source of Funds: State of California Department of Alcohol and Drug Programs (DADP)

Description:

Under State law, the City and County of San Francisco is reimbursed by the State DADP for the City's costs associated with providing various substance abuse services. In order to receive this reimbursement, which under the subject resolution would amount to $18,228,544 in State funds for FY 1999-2000, the City is required to enter into the subject Agreement for the three year period July 1, 1998 through June 30, 2001.

The subject Agreement combines two agreements: (a) the Net Negotiated Amount Agreement, and (b) the Drug/Medi-Cal Agreement:

- Net Negotiated Amount Agreement: DPH Community Substance Abuse Services currently funds 185 alcohol and drug programs through a variety of non-profit organizations, some public organizations, and one private, for-profit organization. Counties negotiate with the State to determine rates for different types of substance abuse services. These rates are then incorporated into an agreement between the State and the City for a total "net negotiated amount." Ms. Cynthia Cunningham Morales of DPH advises that the net negotiated amount refers to the amount of State DADP funds and Federal block grant funds for substance abuse services to be provided by the State DADP to the City.

- Drug/Medi-Cal Agreement: the City is reimbursed by the State DADP for substance abuse services provided to Medi-Cal recipients.

Under the Combined Agreement, the City received $15,986,354 in FY 1998-99, and $15,880,754 in FY 1999-2000. The original FY 1999-2000 amount of $15,880,754 was included in the FY 1999-2000 budget for DPH Community Substance Abuse Services as approved by the Board of Supervisors. Resolution No. 601-98 authorized the Director of Community Substance Abuse Services to sign the Agreement and future amendments to the Agreement, without subsequent approval of the Board of Supervisors, for amounts less than 10 percent of the contracted amount, or less than $1,588,075 in FY 1999-2000. Under the subject resolution, DADP would amend the Agreement in an amount greater than 10 percent of the originally contracted amount for FY 1999-2000. The Agreement increase of $2,347,790 represents an approximately 14.8 percent increase in FY 1999-2000. Therefore, the original allocation of $15,880,754 plus the proposed increased allocation of $2,347,790 results in a total FY 1999-2000 allocation of $18,228,544.

Budget:

The attached budget, prepared by Ms. Morales of DPH, summarizes the proposed expenditure of $18,228,544 in FY 1999-2000, inclusive of the subject additional funds of $2,347,790. Ms. Morales advises that $17,617,388 has been allocated for substance abuse services and encumbered in contracts. The remaining $611,156 will be carried forward to FY 2001-02.

Comments:

1. Ms. Morales of DPH reports that the $2,347,790 increase in funding results from the following: a) recalculation of the Federal Financial Participation (FFP) of Drug Medi-Cal; b) eight months of service activity, c) availability of prior year funding to the State from their own carry forward, for allocation to Counties; c) changes in the Federal budget; and d) small additions to the State General Fund for special projects.

2. The subject Agreement includes a hold harmless clause which provides that the City will hold the State harmless from (1) any claims and losses resulting to contractors, subcontractors, individuals, firms, and corporations furnishing or supplying work services, materials, or supplies in connection to the performance of this contract, and (2) any claims and losses resulting to any person, firm, or corporation who may be injured or damaged in connection by the City's performance of this contract. Ms. Jean Fraser of the City Attorney's Office advises that this is a standard State hold harmless provision, and that it is reasonable for the City to enter into this Agreement with this indemnity clause.

3. As previously noted, the Agreement has an effective date of July 1, 1998. As such, the proposed resolution provides for retroactive approval for DPH to enter into the Agreement.

Recommendation: Approve the proposed resolution.

Attachment

Department of Public Health
Community Substance Abuse Services
Changes in Department of Alcohol and Drug Programs NNA/DMC Funding by Service Modality

Modality	FY 1998-99	FY 1999-00	Increase/(Decrease)
Support Services	103,048	290,543	187,495
Primary Prevention	2,308,893	2,288,349	(20,544)
Secondary Prevention	1,133,599	1,321,099	187,500
Nonresidential	2,683,947	3,129,192	445,245
Narcotic Treatment Programs	6,213,914	5,770,005	(443,909)
Residential	4,270,522	4,590,071	319,549
Ancillary	803,726	839,280	35,554
TOTAL	$17,517,649	$18,228,539	$710,890

Item 2 – File 00-1051

Department: Department of Public Health (DPH)
Population Health and Prevention Division

Item: Resolution authorizing the Department of Public Health, Population Health and Prevention Division to retroactively enter into a Memorandum of Understanding (MOU) in the amount of $3,150 to provide nutrition education services to Epiphany Center for Families in Recovery, the primary contractor, which does not include intellectual property indemnification and false claims clauses.

Amount: $3,150

Contract Period: Retroactive to January 1, 2000 and extending to September 30, 2000 (9 months)

Source of Funds: Epiphany Center for Families in Recovery (the Epiphany Center)

Description: The proposed resolution would authorize the DPH to enter into a Memorandum of Understanding (MOU) with the Epiphany Center for DPH to conduct one two-hour class per week to provide nutrition education to clients and staff of the Epiphany Center. The amount of this contract is $3,150, payable by the Epiphany Center to DPH.

The Epiphany Center provides substance abuse treatment for women, primarily women with young children, four days per week. It serves approximately 60 families per year and promotes a healthy lifestyle for women and their children.

Budget: The Attachment provided by DPH includes the proposed budget for the project for which the Epiphany Center is to reimburse DPH.

Required Match: None

Indirect Costs: The proposed contract includes indirect costs in the amount of $224 or 7.65 percent of direct costs of $2,926.

Comments: 1. According to Ms. Maria LeClaire of DPH, the Department has been providing the subject services since January 1, 2000. Therefore, the proposed contract would be retroactive to January 1, 2000. However, according to Ms. Lucille Burlew-Lawler of DPH, due to several contract revisions by both the DPH and the Epiphany Center, the contract was not finalized until June 5, 2000.

2. The proposed resolution would waive: (1) the requirement contained in Section 21.21 of the City's Administrative Code that the contract include an indemnification of the City by the Epiphany Center for the infringement of patent rights; and (2) the requirement that the contract include a paragraph reciting the false claim provision contained in Section 21.35 of the City's Administrative Code. According to Ms. Kathleen Murphy of the City Attorney's Office, these waivers are standard and pose minimal risk to the City.

Recommendation: Approve the proposed resolution.

Attachment A
Budget Detail 1/1/2000-9/30/2000
Maria R. LeClair, MPA, RD – agreement manager

DPH Personnel	Salary/pp	Fringe(26%)	Total/pp	# Pay Periods	Total
#2846 Nutritionist .05 FTE Laura Brainin-Rodriguez	$122	$32	$154	19	$2,926
				Indirect (7.65%)	$ 224
				Total	$3,150
				TOTAL	$ 3,150

Item 3 – File 00-1054

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, Public Health Division, Community Mental Health Services, to enter into a Cooperative Program Agreement, which includes a required match of $253,296, with the State Department of Rehabilitation, San Francisco District, to contract with two non-profit organizations to provide vocational services for mentally-ill psychiatric clients. This resolution also authorizes DPH to enter into an Agreement that does not include intellectual property indemnification and false claims clauses.

Amount of Agreement: Originally $837,956. The amount of the grant is currently being revised.

Agreement Period: July 1, 2000 through June 30, 2001 (One year)

Source of Funds: State Department of Rehabilitation

Description: The proposed resolution would authorize the DPH to enter into a Cooperative Program Agreement with the State Department of Rehabilitation that provides for awards of Case Services Contracts to two non-profit organizations, namely Community Vocational Enterprises (CVE) and Richmond Area Multi-Services (RAMS). The Case Service Contracts would, according to Mr. Jack Rabin of the DPH, allow CVE and RAMS to provide vocational assessment, job support, and benefits counseling services for 97 and 200 mentally-ill psychiatric clients, respectively. This is the seventh year that the City has received grant funds from the State Department of Rehabilitation for the provision of these services.

Indirect Costs: None. The State Department of Rehabilitation does not allow the inclusion of indirect costs in Cooperative Program Agreements.

Comments: 1. According to Ms. Anne Okubo of DPH, the State Department of Rehabilitation requires DPH to commit a local match of 21.3 percent of the total grant in order to qualify for this grant. Since the allocation from the State for the project has not yet been finalized, the amount of matching funds cannot be determined at this time.

2. DPH has requested that this item be continued until the next meeting of the Public Health and Environment Committee to provide sufficient time for the State to determine the final allocation of funds for the proposed Cooperative Program Agreement.

Recommendation: Continue the proposed resolution until the next meeting of the Public Health and Environment Committee, as requested by the Department.

Harvey M. Rose

cc: Supervisor Bierman
Supervisor Brown
Supervisor Yaki
Clerk of the Board
Controller
Stephen Kawa

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City and County of San Franci
Meeting Minutes
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City Hall

[All Committees]
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Members: Supervisors Sue Bierman, Amos Brown an

Clerk: Deborah Muccino

June 29, 2000 **4:00 PM** **City Hall, Legislative Chambers 2nd floor**

Special Meeting

Members Present: Michael Yaki, Barbara Kaufman.

Members Absent: Sue Bierman, Amos Brown.

MEETING CONVENED

The meeting convened at 4:09 p.m. President Ammiano appointed Supervisor Barbara Kaufman as a member of the Public Health and Environment Committee for today's meeting only.

000715 **[City Implementation of Proposition 21]**

Supervisor Yaki

Joint hearing of the Public Health and Environment Committee and the Youth Commission's Juvenile Justice and Public Safety Committee to assess the implementation of City policies for State Proposition 21 "Juvenile Crime Initiative."

4/17/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in committee. Speakers: Youth Commission's Juvenile Justice and Public Safety Committee members Jewnbug and Jasmin Barker; Mary Dunlap, Director, Office of Citizen Complaints; Jessie Williams, Chief Probation Officer; Patricia Lee, San Francisco Public Defender's office.

CONTINUED TO CALL OF THE CHAIR.

ADJOURNMENT

The meeting adjourned at 5:02 p.m.

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City and County of San Francisco
Meeting Minutes
Public Health and Environment Committee

Members: Supervisors Sue Bierman, Amos Brown and Michael Yaki

Clerk: Deborah Muccino

City Hall
1 Dr. Carlton B.
Goodlett Place
San Francisco, CA
94102-4689

July 13, 2000 **1:00 PM** **City Hall, Room 263**

Regular Meeting

Members Present: Sue Bierman, Amos Brown, Michael Yaki.

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MEETING CONVENED

The meeting convened at 1:05 p.m.

001194 **[Household Hazardous Waste Collection Program Agreement]**

Resolution approving a hold harmless provision for the Household Hazardous Waste Collection Program agreement between Sanitary Fill Company and the City Administrator's Office. (Administrative Services Department)

6/21/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in committee. Speaker: Jeff Chan, Hazardous Waste Management Program.

RECOMMENDED.. by the following vote:

Ayes: 3 - Bierman, Brown, Yaki

001196 **[Private grant to fund computer training that will develop local websites to address the health issues affecting African American neighborhoods]**

Resolution authorizing the Department of Public Health, Population Health and Prevention, to accept retroactively and expend grant funds of $93,755.60 from the California Health Foundation and Trust to develop telehealth capacity for African Americans living in San Francisco and to enter into an agreement which includes rights in data, indemnification, and binding arbitration clauses and which does not include intellectual property indemnification and false claims clauses. (Public Health Department)

6/21/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in committee. Speaker: Virginia Smiley, Department of Public Health.

RECOMMENDED.. by the following vote:

Ayes: 3 - Bierman, Brown, Yaki

001195 **[Federal grant funds to develop theories on the evolution of HIV virus]**

Resolution authorizing the Department of Public Health, Population Health and Prevention, Community Health and Safety Services, to accept and expend a grant of $1,054,979 from the National Institute of Drug Abuse (NIDA) for forecasting HIV Evolution in IV Drug Users (IVDU) and other populations and to enter into an agreement which includes rights in data clauses and does not include intellectual property indemnification and false claims clauses. (Public Health Department)

6/21/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in committee. Speaker: Lucille Burlew Lawlor, Department of Public Health.

RECOMMENDED.. by the following vote:

Ayes: 3 - Bierman, Brown, Yaki

000335 **[Feeding of Wild Birds]**

Supervisors Leno, Bierman, Yaki

Ordinance amending Health Code Section 37 to permit the feeding of wild birds.

(Amends Section 37.)

2/22/00, ASSIGNED UNDER 30 DAY RULE to Public Health and Environment Committee, expires on 3/23/2000.

Heard in committee. Speakers: Supervisor Leno; Richard Schulke, President of the Commission on Animal Control & Welfare; Frederick Hobson, Commission on Animal Control & Welfare; Cheryl Bentley; John Rizzo, Sierra Club; Inja Wilmar; Sue Coffman, SF Tomorrow. Supervisors Yaki and Bierman requested to be added as co-sponsors to the legislation.

RECOMMENDED by the following vote:

Ayes: 3 - Bierman, Brown, Yaki

ADJOURNMENT

The meeting adjourned at 1:37 p.m.

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[Budget Analyst Report]
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July 10, 2000

TO: Public Health and Environment Committee

FROM: Budget Analyst

SUBJECT: July 13, 2000 Public Health and Environment Committee Meeting

Item 1– File 00-1194

Department:	City Administrator's Office
Item:	Resolution approving a Hold Harmless provision for the Household Hazardous Waste Collection Program Agreement between Sanitary Fill Company and the City Administrator's Office.
Description:	The proposed resolution would authorize the City Administrator's Office (CAO) to enter into an amended agreement with Sanitary Fill Company, a private firm, to continue operating the City's Household Hazardous Waste Collection Program. The Sanitary Fill Company has been operating the San Francisco Household Hazardous Waste Collection Facility (HHWCF), located at 501 Tunnel Avenue, (near Hwy 101, across from 3Com Park) since January of 1988 under an agreement with the City. This facility accepts household hazardous wastes from residents of San Francisco for proper management and disposal. Since 1992, Sanitary Fill Company has also been operating the Very Small Quantity Generators Program which allows small businesses such as painting contractors, print shops, and building contractors to dispose of their hazardous waste in an approved manner

at the HHWCF, prevents such waste from being stored at the businesses, and helps minimize the amount of hazardous waste going to the Altamont Landfill, as is required under the City's agreement with the operators of the Altamont Landfill.

Under the State Department of Toxic Substances Control's Permit by Rule regulations adopted in November of 1997, only public agencies may be legal operators of a HHWCF. Under the terms of this permit process, the public agency may in turn enter into a contract with a private company to operate the facility. The CAO proposes to enter into an amended three-year written agreement with Sanitary Fill Company to continue accepting hazardous waste from residents and small businesses at the existing HHWCF at 501 Tunnel Avenue. The primary difference between the previous agreement and the amended agreement between the City and the Sanitary Fill Company is that the amended agreement has been updated to reflect new social and business policies and standard legal provisions that the City offers in all of its professional services contracts.

Comment:

1. The City Attorney's Office has reviewed and approved as to form the proposed Amended Agreement and the hold harmless provision. According to Ms. Alison Stewart-Cocotis of the City Attorney's Office, the proposed Agreement contains the same provisions that the board of Supervisors approved in the original Agreement, except for the updates referenced above.

2. According to Ms. Kelley Etherington of the Solid Waste Management Program the annual cost to operate the HHWCF, of approximately $950,000, will not change due to the proposed Agreement. The source of funds for operation of the HHWCF come from waste-disposal fees paid by San Francisco businesses and residents to Norcal Waste Systems, Inc. for waste-collection.

Recommendation: Approve the proposed resolution.

Item 2– File 00-1196

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, Population Health and Prevention, Community Health and Safety Services, to accept retroactively and expend grant funds of $93,755.60 from the California Health Foundation and Trust to develop telehealth capacity for African Americans living in San Francisco and to enter into an agreement which includes rights in data, indemnification, and binding arbitration clauses and which does not include intellectual property indemnification and false claims clauses.

Grant Amount: $93,755.60

Grant Period: July 1, 2000 to June 30, 2002 (See Comment No. 1)

Source of Funds: California Health Foundation and Trust, California Telehealth and Telemedicine Center

Description: The subject grant funds will be used to develop telehealth capacity for African Americans living in San Francisco. Telehealth is the use of information technology for delivering and sharing health information among individuals and groups. This project will create a model for the creation and dissemination of health information through email and Web pages. Working with predominantly African American neighborhoods, the grant will fund computers, telecommunication costs and technology training in community centers. The project will bring together "e-clubs," groups of people who will meet on a regular basis to discuss and address health issues affecting their community. The e-clubs will use the internet to research topics of concern and then develop local websites as a resource for the community. This is a demonstration project and will expand on a minigrant in progress at Booker T. Washington Community Service Center in San Francisco that was used to purchase computers, internet connections and training for participants.

Budget: The summary budget for the proposed grant is as follows:

	Year 1	Year 2
Salaries		
Project Director 0.1 FTE	$8,847.93	
Health Educator 0.2 FTE	11,861.62	$12,454.70
Fringe Benefits	4,143.06	2,559.51
Equipment		
10 iMacs	9,759.00	6,506.00
10 monitors	3,300.00	2,200.00
4 printers	650.00	650.00
4 scanners	326.00	326.00
other	876.50	336.00
Supplies	175.00	350.00
Telecommunication Costs	6,830.00	12,940.00
Indirect Costs	4,598.64	4,065.64
Total	**$51,367.75**	**$42,387.85**

Required Match: $44,353 (See Comment No. 2)

Indirect Costs: $8,664 (approximately 10 percent of direct costs)

Comment: 1. The grant period is for two years, July 1, 2000 to June 30, 2002. Mr. Brian Katcher of the Department of Public Health reports that the proposed resolution requests retroactive authorization because the Department of Public Health has already accepted and received the award. According to Mr. Katcher, none of the subject funds have been expended.

2. According to Mr. Katcher, DPH has budgeted $44,353 for the required matching funds from existing budgeted positions, fringe benefits and other expenses within the Community Health Promotion & Prevention Branch of DPH.

3. The proposed resolution contains a provision in which the City agrees to submit all claims arising out of the contract with The California Health Foundation and Trust, a non-profit organization, to binding arbitration. Ms. Jean Fraser of the City Attorney's Office advises that

while the City prefers to retain the option of litigating disputes in court, the agreement to submit to binding arbitration is reasonable in this situation given the relatively uncomplicated nature of the agreement.

4. The proposed resolution contains a provision in which the City agrees to grant The California Health Foundation and Trust a royalty-free and nonexclusive license for the use of data developed under the proposed agreement. According to Ms. Fraser, under this provision, the City still retains the ability to copyright, without approval from The California Health Foundation and Trust, publications or similar materials developed from work supported in whole or in part by the subject grant. Ms. Fraser advises that allowing The California Health Foundation and Trust to retain a broad right to use the data provided under the proposed agreement is reasonable in light of the fact that The California Health Foundation and Trust is paying for the data.

5. The proposed resolution includes a clause that would waive: (1) the requirement contained in Section 21.21 of the City's Administrative Code that the proposed agreement include an indemnification of the City by The California Health Foundation and Trust for the infringement of patent rights, copyright, trademark and other intellectual property rights; and (2) the requirement contained in Section 21.35 of the City's Administrative Code that the proposed agreement include a paragraph prohibiting and penalizing the submission of false claims. Ms. Fraser states that the waiver of these requirements is standard and poses minimal risk to the City since the City is the recipient of the proposed grant funds (versus the City's entering into contracts for the purchase of goods or services).

6. The Attachment is a Grant Information Form provided by the Department of Public Health.

7. The Department of Public Health has prepared a Disability Access Checklist, a copy of which is on file with the Clerk of the Board of Supervisors.

8. The proposed resolution contains a provision that authorizes the Director of Health to enter into similar agreements with The California Health Foundation and Trust, if the grant recurs or is renewed, without first obtaining Board of Supervisors approval.

Recommendation: Approval of the proposed resolution is a policy matter for the Board of Supervisors since this resolution authorizes the Department of Public Health to enter into other future agreements, similar to the subject agreement, with The California Health Foundation and Trust, if the grant recurs or is renewed, without obtaining subsequent approval by the Board of Supervisors.

Attachment
Page 1 of 2

File Number: ____________________
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Telehealth Capacity for African Americans

2. Department: Public Health, Population Health & Prevention

3. Contact Person: Brian Katcher Telephone: 554-2638 brian_s_katcher@dph.sf.ca.us

4. Grant Approval Status (check one):

[X] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: $93,755.60

6a. Matching Funds Required: $44,353
b. Source(s) of matching funds (if applicable): Existing salary and program activities (HCHPVADMINGF)

7a. Grant Source Agency: California Health Foundation and Trust, California Telehealth and Telemedicine Center
b. Grant Pass-Through Agency (if applicable): N/A

8. Proposed Grant Project Summary: Grant will be utilized to develop telehealth capacity for African Americans living in San Francisco and create a model for the creation and dissemination of health information. Working within the context of predominantly African American neighborhoods, the grant will fund computers, training and URLs to create "e-clubs" that will develop local websites to address the health issues affecting the community. This is a demonstration project and will expand on the minigrant in progress at Booker T. Washington Community Service Center in San Francisco.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: 7/01/00 End-Date: 6/30/02

10. Number of new positions created and funded: None

11. If new positions are created, explain the disposition of employees once the grant ends? N/A

12a. Amount budgeted for contractual services: None

b. Will contractual services be put out to bid? N/A

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A

d. Is this likely to be a one-time or ongoing request for contracting out? N/A

13a. Does the budget include indirect costs? [X] Yes [ ] No

b1. If yes, how much? $8,664
b2. How was the amount calculated? 10% of grant funded direct costs

c. If no, why are indirect costs not included? N/A
[ ] Not allowed by granting agency [ ] To maximize use of grant funds on direct services
[ ] Other (please explain):

14. Any other significant grant requirements or comments: None

****Disability Access Checklist*****

15. This Grant is intended for activities at (check all that apply):

[ ] Existing Site(s)
[ ] Rehabilitated Site(s)
[X] New Site(s)
[ ] Existing Structure(s)
[ ] Rehabilitated Structure(s)
[ ] New Structure(s)
[ ] Existing Program(s) or Service(s)
[ ] New Program(s) or Service(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: ____________________
(Name)
Norman Nickens

Date Reviewed: 6/13/00

Department Approval: Mitchell H. Katz, M.D. Director of Health
(Name) (Title)

(Signature)

Item 3– File 00-1195

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, Population Health and Prevention, Community Health and Safety Services, to accept and expend a grant of $1,054,979 from the National Institute of Drug Abuse (NIDA) for forecasting HIV evolution in IV drug users (IVDUs) and other populations and to enter into an agreement which includes rights in data clauses and does not include intellectual property indemnification and false claims clauses.

Grant Amount: $1,054,979 in total expected over five years

Grant Period: May 1, 2000 to February 28, 2005 (approximately five years)

Source of Funds: National Institute of Drug Abuse (NIDA)

Description: The proposed grant will be used to develop mathematical models to formulate theories on the spread of drug-resistant (antiretroviral) strains of HIV among IVDUs and other populations. The study will:

- determine what levels of drug-resistance would be likely among IVDUs for different levels of treatment,
- determine what levels of continued needle sharing would be necessary to maintain a self-sustaining epidemic of drug-resistant HIV among IVDUs,
- determine the relationship between observed noncompliance levels among IVDUs and the incidence rate of new infection by drug resistant strains, and
- determine whether IVDUs may serve as an amplifying core group for drug resistant strains, enabling the endemic establishment of such strains and possible transmission to other population groups.

The study will specifically examine the development of drug resistance in HIV based on data available from surveillance, cohort studies and clinical settings. The researchers will not be collecting new data and will not be using data that reveals confidential information linking individuals' names or identifying characteristics with health status.

Budget: The summary budget for the proposed grant is as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5	Project Totals
Salaries & Wages						
2803 Epidemiologist II 0.50 FTE	$27,209	$27,208	$27,208	$27,208	$27,208	$136,041
1062 Program Analyst 1.0 FTE	40,020	40,020	40,020	40,020	40,020	200,100
COLA	2,017	2,017	2,017	2,017	2,017	10,085
STEP Increases	3,775	3,775	3,775	3,775	3,775	18,875
Fringe Benefits	16,807	16,807	16,807	16,807	16,807	84,035
Consultant Services	7,015	7,015	7,015	7,015	7,015	35,075
Equipment	2,806	2,806				5,612
Supplies	1,871	1,927	1,985	2,045	2,106	9,934
Travel Costs	1,871	1,927	1,985	2,045	2,106	9,934
Other Costs	281	289	298	307	316	1,491
Consortium/ Contractual Costs	91,884	86,376	87,934	89,535	91,177	446,906
Indirect Costs	25,010	20,986	18,478	16,198	16,219	96,891
Total	$220,566	$211,153	$207,522	$206,972	$208,766	$1,054,979

Required Match: None

Indirect Costs: $96,891 in total expected over five years

Comment: 1. This grant application was approved by NIDA with seven individual contractors specifically named in the application. All consultant and consortium contracts for the project were selected on a sole source basis because the seven individual contractors offer expertise in specialized areas necessary to complete the project. The seven contractors and the amount of each contract for the first year are: (1) Dr. A. Hubbard, UC Berkeley, $1,015 for four days of consulting; (2) Dr. S. Cantrell, University of Miami, $3,000 for ten days of consulting; (3) Dr. C.

Cosner, University of Miami, $3,000 for ten days of consulting; (4) Dr. R. Grant, Gladstone Institute, $13,575 for services as a co-investigator; (5) Dr. S. Deeks, the Positive Health Program at San Francisco General Hospital, $9,000 for services as a co-investigator; (6) Dr. T. Lietman, UCSF, $9,942 for services as a co-investigator; and (7) Dr. W. Getz, UC Berkeley, $59,367 for services as a co-investigator. Dr. Grant, Dr. Deeks, Dr. Lietman and Dr. Getz will be contracted as a consortium for a total of $91,884 during the first year with slight variations in these amounts during the subsequent four years of the grant. The contract to UC Berkeley with Dr. Getz will exceed $50,000 per year and will be submitted to the Health Commission for approval at a later date.

2. The proposed resolution includes a clause that would waive: (1) the requirement contained in Section 21.21 of the City's Administrative Code that the proposed agreement include an indemnification of the City by NIDA for the infringement of patent rights, copyright, trademark and other intellectual property rights; and (2) the requirement contained in Section 21.35 of the City's Administrative Code that the proposed agreement include a paragraph prohibiting and penalizing the submission of false claims. Ms. Jean Fraser of the City Attorney's Office states that the waiver of these requirements is standard and poses minimal risk to the City since the City is the recipient of the proposed grant funds (versus the City's entering into contracts for the purchase of goods or services).

3. The Attachment is a Grant Information Form provided by the Department of Public Health.

4. The Department of Public Health has prepared a Disability Access Checklist, a copy of which is on file with the Clerk of the Board of Supervisors.

5. The proposed resolution contains a provision that authorizes the Director of Health to enter into similar agreements with the National Institute of Drug Abuse, if the grant recurs or is renewed, without first obtaining Board of Supervisors approval.

Recommendation: Approval of the proposed resolution is a policy matter for the Board of Supervisors since this resolution authorizes the Director of Public Health to enter into other future agreements, similar to the subject grant agreement, with NIDA if the grant recurs or is renewed, without obtaining subsequent approval by the Board of Supervisors.

Harvey M. Rose

cc: Supervisor Bierman
Supervisor Brown
Supervisor Yaki
Clerk of the Board
Controller
Stephen Kawa

Attachment
Page 1 of 3

File Number:______________________
(Provided by Clerk of the Board of Supervisors)

Grant Information Form

(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: "Forecasting HIV Evolution in IVDU and Other Populations"

2. Department: Public Health, Population Health and Prevention, Community Health and Safety Services

3. Contact Person:_ Travis Porco Telephone: 554-9037

4. Grant Approval Status (check one):

   [X] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: $1,054,979

6. a.Matching Funds Required: None
   b. Source(s) of matching funds (if applicable): Not applicable

7 a.Grant Source Agency: National Institute of Drug Abuse
   b.Grant Pass-Through Agency (if applicable): Not applicable

8. Proposed Grant Project Summary: The grant will be utilized to develop mathematical models to formulate theories on the evolution of HIV virulence in settings of treatment, to predict how pathogens could adapt to public health measures, and how long public health measures will take to implement. The study will specifically examine the development of drug resistance in HIV based upon data available from surveillance, cohort studies, and clinical settings.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

   Start-Date: 5/01/00 End-Date: 2/28/05

10. Number of new positions created and funded: 1.0 FTE

11. If new positions are created, explain the disposition of employees once the grant ends:

    If this funding source is not renewed, Department is committed to finding additional grant sources to fund this position. If additional funding cannot be secured, the position will be terminated.

12. a. Amount budget for contractual services: $446,906
b. Will contractual services be put out to bid?

The application was approved with a consortium of seven individual contractors who were specifically named in the application, and offer the expertise in vital components necessary to complete the project.

Dr. A. Hubbard, PhD in biostatistics at UC Berkeley, is an expert in longitudinal data and will provide guidance in fitting mathematical models to incidence and prevalance data. His contract will be for $1,015 for four days of consulting fees each year.

Dr. S. Cantrell and Dr. C. Cosner of the University of Miami are internationally known experts in the field of applied partial differential equation models in biological applications. They will provide guidance in mathematical analysis and numerical analysis of partial differential equations which arise in our phenotype diffusion models. Their consultant fee for 10 days is $3,000 per year for each.

Dr. R. Grant of the Gladstone Institute, Dr. S. Deeks of the Positive Health Program at San Francisco General Hospital, Dr. T. Lietman of UCSF, and Dr, W. Getz of UC Berkeley will serve as co-investigators on the project, and their services will be supported by four individual contracts for a total of $446,906 over the grant term.

All seven contracts are sole source contracts. Six of the contracts are under $50,000 per year. The contract to UC Berkeley with Dr. Getz will exceed $50,000 per year and will be submitted to the Health Commission for approval at a later date.

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? : No

d. Is this likely to be a one-time or ongoing request for contracting out: Ongoing. They will be 5-year contracts.

13. a. Does the budget include indirect costs? [X] Yes [ ] No

b.1.If yes, how much?: $$96,891

b.2. How was the amount calculated?: Approximately 16% of modified direct costs

c. If no, why are indirect costs not included?: Not applicable

14. Any other significant grant requirements or comments: No

Attachment
Page 3 of 3

****Disability Access Checklist*****

15. This Grant is intended for activities at (check all that apply):

[ ] Existing Site(s)
[ ] Rehabilitated Site(s)
[ ] New Site(s)
[ ] Existing Structure(s)
[ ] Rehabilitated Structure(s)
[ ] New Structure(s)
[ ] Existing Program(s) or Service(s)
[ ] New Program(s) or Service(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer:______________________________
(Name)

Date Reviewed:______________

Department Approval: ____
(Name) (Title)

____
(Signature)

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City and County of San Franc
Meeting Minutes
Public Health and Environment C
Members: Supervisors Sue Bierman, Amos Brown a

City Hall

[All Committees]
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Clerk: Deborah Muccino

July 27, 2000 **1:00 PM** **City Hall, Room 263**

Regular Meeting

Members Present: Sue Bierman, Amos Brown.

Members Absent: Michael Yaki.

MEETING CONVENED

The meeting convened at 1:20 p.m.

001054 **[DPH agreement with the State Dept. of Rehabilitation to provide vocational assessment, job support and counseling for mentally ill]**

Supervisor Katz

Resolution authorizing the Department of Public Health, Public Health Division, Community Health Services to enter into a Cooperative Program Agreement with the Department of Rehabilitation San Francisco District, including a required match of $253,296, and which does not include intellectual property indemnification and false claims clauses, to provide vocational services to mentally-ill psychiatric clients. (Public Health Department)

6/5/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

6/22/00, CONTINUED TO CALL OF THE CHAIR. Heard in committee. Speaker: Female speaker.

Heard in committee. Speakers: Linda Wong, Director, Adult Services, Community Mental Health; Severin Campbell, Budget Analyst office.

Amend page 1, line 3, after "to" insert "retroactively". On page 1, lines 5 and 18, change the amount "$253,296" to "$264,477", and on page 1, line 20, change the amount "$837,956" to $838,228". On page 2, line 2, after "to" insert "retroactively".

AMENDED.

Resolution authorizing the Department of Public Health, Public Health Division, Community Health Services to retroactively enter into a Cooperative Program Agreement with the Department of Rehabilitation San Francisco District, including a required match of $264,477 and which does not include intellectual property indemnification and false claims clauses, to provide vocational services to mentally-ill psychiatric clients. (Public Health Department)

RECOMMENDED by the following vote:

Ayes: 2 - Bierman, Brown
Absent: 1 - Yaki

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ADJOURNMENT

The meeting adjourned at 1:26 p.m.

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/10/00

Cancelled

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BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 544-5227

NOTICE OF CANCELLED MEETING

PUBLIC HEALTH AND ENVIRONMENT COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

NOTICE IS HEREBY GIVEN that the meeting of the Public Health and Environment Committee scheduled for Thursday, August 10, 2000 at 1:00 p.m. at 1 Dr. Carlton B. Goodlett Place, Room 263, City Hall, San Francisco, California, has been **cancelled**.

Gloria L. Young, Clerk of the Board

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S.F. BOARD OF SUPERVISORS
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City and County of San Francisco
Meeting Minutes
Public Health and Environment Con

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[All Committees]
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Members: Supervisors Sue Bierman, Amos Brown and M

Clerk: Deborah Muccino

August 24, 2000 **1:00 PM** **City Hall, Legislative Chambers**

Regular Meeting

Members Present: Sue Bierman, Amos Brown, Michael Yaki.

MEETING CONVENED

The meeting convened at 1:06 p.m.

001475 **[Accept and Expend Grant - Planning process to improve health in San Francisco through a series of Town Hall meetings at various community facilities]**

Resolution authorizing the Department of Public Health, Central Administration, to accept and expend a grant of $6,000 from the San Francisco Foundation to support Community Engagement for Strategic Planning and to enter into an agreement which includes an indemnification clause; retroactive to June 1, 2000. (Public Health Department)

8/8/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this item be calendared at the August 24, 2000 meeting.

Heard in committee. Speaker: Tangerine Brigham, Department of Public Health.

RECOMMENDED.. by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Brown

001351 **[Accept and Expend Grant - Solid Waste Management Program "Model Schools"]**

Resolution authorizing the City Administrator to retroactively, "accept and expend" a grant in the amount of Fifty Thousand Dollars ($50,000) from the California Integrated Waste Management Board for the purpose of implementing the Model School Program. (Administrative Services Department)

7/20/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in committee. Speaker: Natasha Stillman.

RECOMMENDED.. by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Brown

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001478 [Accept and Expend - Payment/reimbursement to S.F. General Hospital and other healthcare providers for services rendered to patients who cannot afford to pay]

Resolution authorizing the Department of Public Health to accept and expend retroactively a grant allocation of up to $4,846,670 for fiscal year 2000-01 funding from the State Department of Health Services for California Healthcare for Indigents Program (CHIP) funds for medical services to indigent persons, professional services, medical services contracts, materials and supplies, facilities rental, personal services, and indirect costs in the amount of $60,541 on 11.45% of administrative and fiscal intermediary costs. (Public Health Department)

8/9/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this item be calendared at the August 24, 2000 meeting.

Heard in committee. Speaker: Jeff Leon, Department of Public Health.

To Board as a Committee Report, Monday, August 28, 2000.

RECOMMENDED AS COMMITTEE REPORT by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Brown

001453 [Accept and Expend Grant - DPH to provide domestic violence prevention services to children and youth with existing community-based service providers]

Supervisor Teng

Resolution authorizing the Department of Public Health, Population Health and Prevention Division, Community Health Promotion and Prevention, to accept retroactively and expend a grant of $450,000 from the California Department of Health Services to provide children and youth domestic violence free services and to enter into an agreement which includes indemnification and rights in data clauses and which does not include patent infringement indemnification and false claims clauses. (Public Health Department)

8/8/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this item be calendared at the August 24, 2000 meeting.

Heard in committee. Speaker: Virginia Smiley, Department of Public Health.

RECOMMENDED.. by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Brown

001469 [Solid Waste Management Program]

Supervisor Teng

Resolution authorizing the Department of the City Administrator to retroactively, accept and expend a grant in the amount of Twenty Seven Thousand, Four Hundred Dollars ($27,400.00) from the California Integrated Management Board for the purpose of implementing "Food Scrap Diversion at Schools." (Administrative Services Department)

8/8/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in committee. Speaker: Natasha Stillman.

RECOMMENDED.. by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Brown

001182 **[Medicare]**

Supervisor Bierman

Hearing to consider the impact of Medicare policies and cutbacks on the disabled community in San Francisco and on the City's budget.

6/12/00, RECEIVED AND ASSIGNED to Finance and Labor Committee.

8/11/00, TRANSFERRED to Public Health and Environment Committee.

Heard in committee. Speakers: Rosemarie Johnson, MS Society; Benson Nadell, S.F. Ombudsman Program; Monique Zmuda, Department of Public Health; Taymore Ravandi; Marie Joblings, Planning for Elders; Lee Salnar; Tony Nico; Wanda Jung, Department of Human Services; Victoria Tedder, Independent Living Resource Center; Nola Delamonica, Visiting Nurses; Lenore Gerard, Legal Aid to the Elderly; Donna Calame, IHSS Public Authority; George Streisburg; Michael Kwok, Member, Mayor's Disability Council; Gloria Williams; Peggy Coster; Bruce Ellison; Jaclyn Sachs; Laura Reif; Female Speaker; Mary Tsume, SF Consortium of Elder Abuse; Derek Lamb, Commission on Aging; Norma Satton, Long Term Care Pilot Task Force.

CONTINUED TO CALL OF THE CHAIR by the following vote:

Ayes: 3 - Bierman, Brown, Yaki

ADJOURNMENT

The meeting adjourned at 2:52 p.m.

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/24/00

[Budget Analyst Report]
Susan Hom
Main Library-Govt. Doc. Section

CITY AND COUNTY OF SAN FRANCI

BOARD OF SUPERVISORS

BUDGET ANALYST

1390 Market Street, Suite 1025, San Francisco, CA 94102 (415) 554-7642
FAX (415) 252-0461

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August 21, 2000

TO: Public Health and Environment Committee

FROM: Budget Analyst

SUBJECT: August 24, 2000 Public Health and Environment Committee Meeting

Item 1 - File 00-1475

Department:	Department of Public Health (DPH)
Item:	Resolution authorizing the Department of Public Health, Central Administration, to accept and expend a grant of $6,000 from the San Francisco Foundation to support community engagement for strategic planning and to enter into an agreement which includes an indemnification clause; retroactive to June 1, 2000.
Grant Amount:	$6,000
Grant Period:	June 1, 2000 through December 31, 2000 (six months)
Source of Funds:	The San Francisco Foundation
Description:	Since 1996, the Department of Public Health's Strategic Planning Initiative (SPI) has been a formal and ongoing process of developing, evaluating, and implementing goals that help the Department fulfill its vision and mission statements.

The proposed resolution would authorize DPH to accept and expend a grant of $6,000 from the San Francisco

Foundation to support a Community Engagement for DPH's Strategic Planning Initiative.

The Community Engagement component of the Department's SPI would consist of public meetings designed to gain information from various communities about how the administration of public health services can be strengthened to better meet the needs of those communities. Information gathered from these meetings would be used by the Department when making strategic decisions to ensure that community needs are appropriately addressed.

Budget: A summary budget for the Community Engagement Project is as follows:

Item	Cost
Community Meeting Facilitation	$1,250
Meeting Room Expenses	1,625
Materials and Supplies	910
Translation Services	1,235
Interpreter Services	280
Ethnic Press Ads	500
Reproduction of Town Hall Flyers	200
Total	**$6,000**

Matching Funds: None.

Indirect Costs: None allowed under the terms of the agreement.

Comments: 1. Ms. Tangarine Brigham of DPH states that a $1,250 Community Meeting Facilitation services contract would be selected using a competitive process. Also, Interpreter services are currently and would continue to be provided by DPH staff members. Translation services would be provided by the primary City translation services contractor, the International Effectiveness Center.

Ms. Brigham states that oversight and coordination of Project events will be conducted by DPH personnel.

2. Ms. Brigham reports that DPH has accepted but not expended any funds from the granting agency.

3. Ms. Brigham states that the proposed resolution is being submitted retroactively because DPH received the award letter from the granting agency in mid-June, after the commencement of the grant period.

4. The proposed Agreement contains an indemnification provision which states that, in accepting the grant, the City irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless The San Francisco Foundation, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the grantee, its employees or agents, in applying or accepting such grant, in expending or applying the funds furnished pursuant to such grant or in carrying out the program or project to be funded or financed by such grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of The San Francisco Foundation, its officers, directors, trustees, employees or agents.

5. The Attachment, provided by DPH, is a Grant Application Information Form for the proposed grant. DPH has incorporated a disability checklist into the Attachment.

Recommendation: Approve the proposed resolution.

File Number: ____________________
(Provided by Clerk of Board of Supervisors)

Grant Information Form

(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Community Engagement for Strategic Planning

2. Department: Department of Public Health, Administration: Planning

3. Contact Person: Tangerine Brigham Telephone:554-2631

4. Grant Approval Status (check one):

[X] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: $6,000

6a. Matching Funds Required: $0
b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: The San Francisco Foundation
b. Grant Pass-Through Agency (if applicable): N/A

8. Proposed Grant Project Summary: The goal of the Community Engagement Component of the Strategic Planning Initiative is to plan with the community for health improvement through a series of Town Hall meetings at various community facilities throughout San Francisco. In addition, the Department will present and receive community feedback at the meetings of various community and advisory committee meetings. Input from these meetings will be channeled to the appropriate strategic planning committees for their discussion and response; and a final series of facilitated meetings will develop and report out the final recommendations of the strategic planning initiative.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: 6/1/00 End-Date: 12/31/00

10. Number of new positions created and funded: None

11. If new positions are created, explain the disposition of employees once the grant ends? N/A

12a. Amount budgeted for contractual services: $1,250 (community meeting facilitation)

b. Will contractual services be put out to bid?: Yes

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? Yes.

d. Is this likely to be a one-time or ongoing request for contracting out? : One time

13a. Does the budget include indirect costs? [ ] Yes [X] No

b1. If yes, how much? $0
b2. How was the amount calculated?

c. If no, why are indirect costs not included?
[X] Not allowed by granting agency [ ] To maximize use of grant funds on direct services
[ ] Other (please explain):

14. Any other significant grant requirements or comments:

****Disability Access Checklist*****

15. This Grant is intended for activities at (check all that apply):

x] Existing Site(s)
x] Rehabilitated Site(s)
x] New Site(s)

[x] Existing Structure(s)
[x] Rehabilitated Structure(s)
[x] New Structure(s)

[x] Existing Program(s) or Service(s)
[x] New Program(s) or Service(s)

6. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal nd concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and ll other Federal, State and local access laws and regulations and will allow the full inclusion of persons with isabilities, or will require unreasonable hardship exceptions, as described in the comments section:

omments:

epartmental or Mayor's Office of Disability Reviewer: ______________
(Name)
Norman Nickens
Deputy Director

ate Reviewed: 8/11/00

epartment Approval: Mitchell H. Katz, M.D. Director of Health
(Name) (Title)

(Signature)

Item 2 – File 00-1351

Department:	Department of Administrative Services (DAS) Solid Waste Management Program
Item:	Authorizing the City Administrator to retroactively accept and expend a grant in the amount of fifty thousand dollars ($50,000) from the California Integrated Waste Management Board for the purpose of implementing the Model School Program.
Grant Period:	September 1, 2000 to August 31, 2001 (See Comment No. 1)
Amount:	$50,000
Source of Funds:	California Integrated Waste Management Board (CIWMB)
Description:	The Solid Waste Management Program would use the subject grant funds to implement a pilot Model School Integrated Waste Management Program to provide recycling-based waste management training to between five and eight City schools. The Model School Program plans to implement a comprehensive re-use and recycling program at each of these schools, incorporating waste reduction, recycling, composting, and procurement of recycled products. The Model School Program aims to improve the City's compliance with State Assembly Bill 939, which requires the City to divert 50 percent of its waste from landfills.

The Model School Program will teach participating schools how to identify, purchase, and use recycled products, such as: (1) using retreaded tire surfaces and other recycled materials for school playgrounds; (2) using reused/recycled gardening tools and materials; (3) installing dishwashers and using permanent dishes in school cafeterias; and (4) implementing compost collection programs.

Budget: The summary budget for the subject grant is as follows (see Comment No. 2 below):

Item	Cost
Equipment & Materials	$48,000
Promotion & Outreach	2,000
Total	**$50,000**

Required Match: None

Indirect Costs: The proposed resolution provides for a waiver of indirect costs so that all grant funds can be applied directly to program costs.

Comment: 1. Ms. Natasha Stillman of the Solid Waste Management Program reports that the Solid Waste Management Program has not yet received or expended the subject grant funds. According to Ms. Stillman, the grant period will coincide with the 2000-2001 school year, beginning September 1, 2000 and ending August 31, 2001. However, the funder will permit the Solid Waste Management Program to expend funds beyond the August 31, 2001 end of the grant term, if necessary. The subject resolution requests retroactive authorization because, due to the scheduled recess of the Board of Supervisors, the full Board of Supervisors will not consider the proposed grant until after the subject grant period has already begun on September 1, 2000.

2. According to Ms. Stillman, the Solid Waste Management Program has not yet selected which five to eight City public schools will participate in the program. Therefore, the Solid Waste Management Program does not yet have budget details for the subject $50,000 grant. Ms. Stillman advises that once the Solid Waste Management Program has completed its school selection, approximately by September 2000, the assessed needs of each school will determine how the $50,000 grant will be spent. According to Ms. Stillman, the subject $50,000 grant will fund only the cost of equipment, materials, supplies and promotion; the grant will not fund personnel costs. Ms. Stillman advises that the Solid Waste

Management Program will use existing staff to assist participating schools in these purchases.

3. According to Ms. Stillman, the Solid Waste Management Board is currently determining the criteria it will use to select the five to eight schools to participate in the subject program. However, Ms. Stillman advises that the Solid Waste Management Program will give priority to public schools over private schools and will support projects in schools: (1) where the school's access to other resources has been exhausted; and, (2) where there is support within the school's community (teachers, parents, and administrators) to implement and maintain a given project.

4. The Attachment is a Grant Application Information Form provided by the Solid Waste Management Program.

5. The Solid Waste Management Program has prepared a Disability Access Checklist, a copy of which is on file with the Clerk of the Board of Supervisors.

Recommendation: Approve the proposed resolution.

Attachment
Page 1 of 2

File Number: ____________________
(Provided by Clerk of Board of Supervisors)

Grant Information Form

(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **Model School Program**

2. Department: **Solid Waste Management Program**

3. Contact Person: **Natasha Stillman, School Coordinator** **Telephone:** **(415) 554-3411**

4. Grant Approval Status (check one):

[XX] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: **$ 50,000.00**

6a. Matching Funds Required: **$ 0**
b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: **California Integrated Waste Management**
b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary: The San Francisco Recycling Program will implement a model school program with the assistance of IWMB funding in the amount of $50,000. Schools generate a virtually untapped source of organic and other materials that can be recycled. These institutions engage in procurement, materials, and waste management practices that are prime opportunities for development of high volume waste reduction, reuse and recycling programs. Improved materials management and waste management programs in schools and other institutions across the state will contribute significantly to local governments' ability to meet or exceed AB 939 goals. A partnership between the school districts, local governments and the Board has significant benefits for both partners. School officials and managers are not experts in the management of wastes or mindful of the opportunities the materials man agement system provides for cost savings and other benefits. A partnership with the Board and local governments provides schools with the expertise to achieve financial, educational, and community benefits. The partnership also provides the Board an opportunity to develop the staff expertise and program techniques with which to implement a model program statewide, thereby enhancing the probability of meeting AB 939 goals. As with any good partnership, mutual and respective objectives are achieved that could not be achieved otherwise. The San Francisco Recycling Program plans to work with no fewer than five schools and up to eight schools to offer technical support to implement comprehensive efforts at schools sites that incorporate waste reduction, recycling, composting and procurement of recycled products.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: **Effective Immediately** End-Date: **Upon completion of the Program**

10. Number of new positions created and funded: **None**

11. If new positions are created, explain the disposition of employees once the grant ends? **Not Applicable**

12a. Amount budgeted for contractual services: **Not Applicable**

b. Will contractual services be put out to bid? **Not Applicable**

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? Yes.

d. Is this likely to be a one-time or ongoing request for contracting out? Not Applicable

13a. Does the budget include indirect costs? [ ] Yes **[XX] No**

b1. If yes, how much? **Not Applicable**
b2. How was the amount calculated? **Not Applicable**

c. If no, why are indirect costs not included?
[ ] Not allowed by granting agency
[ ] To maximize use of grant funds on direct services
[XX] Other (please explain): This is not a Personal Services Contract. The grant will be used for procurement of goods for the program.

14. Any other significant grant requirements or comments: NONE

****Disability Access Checklist*****

15. This Grant is intended for activities at (check all that apply):

[XX] Existing Site(s)
[ ] Rehabilitated Site(s)
[ ] New Site(s)
[XX] Existing Structure(s)
[ ] Rehabilitated Structure(s)
[ ] New Structure(s)
[XX] Existing Program(s) or Service(s)
[XX] New Program(s) or Service(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: Anacleta F. Cabatuan
(Name)

Date Reviewed: July 18 2000

Department Approval:
(Name)
(Title)

Director
(Signature)

Item 3 - File 00-1478

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health to accept and expend retroactively a grant allocation of up to $4,846,670 for Fiscal Year 2000-2001 funding from the State Department of Health Service for California Healthcare for Indigents Program (CHIP) funds for medical services to indigent persons, professional services, medical services contracts, materials and supplies, facilities rental, personal services, and indirect costs in the amount of $60,541.

Grant Amount: Up to $4,846,670

Grant Period: July 1, 2000 through June 30, 2000

Source of Funds: State Department of Health Service

Indirect Costs: $60,541, which is equal to 11.2 percent of administrative and fiscal intermediary costs of $539,913 (administrative costs[1] of $402,116 plus fiscal intermediary costs of $137,797).

Matching Funds: None required

Description: The California Healthcare for Indigents Program (CHIP) was established by the State Department of Health Services (DHS) in 1989 to provide funds to the counties to pay for medical services for indigent persons who are not eligible for other private or public healthcare programs. CHIP is funded by Proposition 99 (Tobacco Tax) funds. The counties are able to use CHIP funds to reimburse both county and non-county providers for uncompensated services for indigent persons who can not otherwise pay for the cost of care.

CHIP funds are used to reimburse (a) participating county and non-county hospitals for inpatient, outpatient, and emergency services, and (b) participating private physicians for emergency, obstetric, and pediatric services provided to indigent persons. San Francisco is one of twenty-four counties that annually receive CHIP funds to administer directly. To receive CHIP funds from DHS, the City and County of San Francisco must agree to:

---

[1] Administrative costs include salary and benefits ($365,286) plus operating costs $36,830.

(a) maintain its own level of funding for healthcare services,
(b) provide DHS data on the amount and type of medical services used by medically indigent persons and on the amount of reimbursement payments to providers who care for the medically indigent, and
(c) provide to children any follow-up medical treatment, including prescription drugs and dental care, that is determined to be medically-necessary by a public or private healthcare provider who has been certified by the State to provide medical screening to children as part of the State's Child Health and Disability Prevention program.

The proposed resolution would authorize DPH to accept and expend retroactively CHIP grant funds up to $4,846,670 for FY 2000-2001 from the State DHS.

Budget:

The summary budget for $4,846,670 in CHIP grant funds is as follows:

Professional Services		$137,797
Medical Services Contracts		416,250
San Francisco General Hospital		3,829,966
Administration Costs		
Salaries & Benefits	365,286	
Operating Costs	36,830	
Overhead	60,541	
Subtotal, Administration		462,657
Total		**$4,846,670**

Comment:

1. A detailed budget is shown in Attachment I. According to Mr. Jeffrey Leong of DPH, the actual grant amount allocated by the State to the County may differ by a small amount from the proposed budget of $4,846,670. Mr. Leong states that the State has revised the amount of the allocation to the County based on a change in the actual amount of Tobacco Tax revenues to be allocated to the counties but has not yet notified the County of the actual allocation amount. Mr. Leong advises that any change in

the CHIP allocation to the County will be offset by a change in the amount budgeted for CHIP programs and will not result in an increased General Fund contribution.

2. The CHIP grant is a recurring grant and as such, CHIP funds are included in the FY 2000-2001 DPH budget. As part of the grant application process, the State requires that the County obtain authority from the Board of Supervisors to accept and expend the grant funds. The State also requires that the County present a Description of Proposed Expenditure of California Healthcare for Indigents Program (CHIP) funds for FY 2000-2001 by December 15, 2000, which will be submitted for Board of Supervisors approval prior to December 15, 2000.

3. Mr. Leong reports that the $137,797 for a professional services contract is with Lifemark, Inc., which was selected through a Request for Proposal Process and has performed fiscal intermediary services for the CHIP program for 7 years, to process medical claims for reimbursement from private hospitals and physicians.

Recommendation: Approve the proposed resolution.

Attachment
Page 1 of 2

FY 2000-01 AB 75/CHIP REVENUES & EXPENDITURES
AB 75 Project, SF Dept. of Public Health
(Phase D, Estimated as per State Budget Charts, with Addtl. $50,000 for Final State Allocation,
Corrected to Match RTO-CO Administration w/Detailed Admin. Budget [PRJB00])

Sub-object	Description	County Hospital	Non-County Hosp.-Form.	Non-County Hosp.-Access	Phys. Svcs. EMS Fund	Phys. Svcs. New Cont.	Other Cty. Hlth. Svcs.	Total
Revenues:								
	AB 75	3,868,555	113,393	113,392	112,187	112,187	526,955	4,846,670
Expenditures:								
1001	Professional Services	0	0	12,473	11,218	11,218	102,887	137,797
1010	Medical Service Contract	0	113,393	100,919	100,969	100,969	0	416,250
4900	Revenue Transfer to SFGH	3,461,364	0	0	0	0	368,602	3,829,966
4900	Rev. Trans. to CO-Admin.	353,908	0	0	0	0	48,208	402,116
4900	Rev. Trans. to CO-Over.	53,283	0	0	0	0	7,258	60,541
	Total:	3,868,555	113,393	113,392	112,187	112,187	526,955	4,846,670
	Direct Services Share	0.895	1.000	0.890	0.900	0.900	0.699	0.876

Notes:

1) Share of revenues allocated to direct services is different from FY 99-00: County Hospital - .8947433 Other County Health Services - .6994942, Non-County Hospital Access - .89, and Physician Services EMS Fund and New Contracts - .90.

2) Share of revenues allocated to administrative costs is essentially the same as for FY 99-00.

3) Revenue transfer to CO-Overhead calculated at rate of 0.0137734 of County Hospital and Other County Health Services revenues, which is essentially the same as the rate used in FY 99-00.

4) Sources for payment of CHDP Treatment Mandate services are as follows: Physician Services EMS Fund - may not be used to pay for CHDP Treatment Mandate services. Physician Services New Contracts - monies reserved to pay for CHDP Treatment Mandate services. Monies not spent to pay for CHDP Treatment Mandate services may be used to pay for any other physician services offered by the CHIP Physician Program.

5) As per a 10/22/99 conversation with Nelly Lee, Fiscal, the Phase D FY 99-00 Prop 99 administrative budget will remain in accordance with the State CHIP allocation except that local general fund dollars will be used to backfill the difference, due to MOU increases, between the administrative budget and the CHIP allocation. In this manner, the Phase D administrative budget in FAMIS reconciles with the State CHIP allocation. The Phase D FY 00-01 Prop 99 administrative budget will essentially be handled in the same manner.

F:CHPB002A 21-Aug-2000

FY 2000-01 AB 75 PROJECT BUDGET
AB 75 Project, SF Dept. of Public Health

(Phase D, Original Board-Approved)

OE	CSC Class & Title	Description	Annual Salary	FTE	PP/ PPPY	Amount	Note
00100	PERMANENT SALARIES						
1426	Sr. Clerk Typist	Clerk Typist-AB 75	41,176	1.25	1.00	51,470	Assigned (Katrina Ramirez, AB 75)
1632	Sr. Account Clerk	Account Clerk-Fiscal	41,177	0.75	1.00	30,882	TX'd 1426 (Christina Loyola, Fiscal)
1654	Prin. Accountant	Accountant	62,062	1.00	1.00	62,062	Assigned (Rudy Solis, Fiscal)
1824	Prin. Admin. Analyst	Project Coordinator	78,048	1.00	1.00	78,048	Assigned (Jeffrey Leong, AB 75)
1823	Sr. Admin. Analyst	Project Analyst	66,783	1.00	1.00	66,783	Assigned (Maria Iyog-O'Malley, AB 75)
2588	Health Worker IV	CHDP Case Manager	52,440	0.50	1.00	26,220	TX'd 2587 HW III (Sandra Gomez, AB 75)
1823	Sr. Admin. Analyst	Contracts Analyst	66,783	0.25	1.00	16,374	Assigned (Judy Matranga, Contracts)
	Step Adjustment					(29,587)	(1426(6,474)/1823(11,098)/2587(3,523))
	Special Salary					1,271	
	Attrition			-0.17		(9,147)	(1426(7,924)/1823(922))
		Net Perm. Salaries:	-	5.58	-	294,376	
	MANDATORY FRINGE BENEFITS						
1301	Retirement City Miscellaneous					0	
1371	Retirement Pick Up					22,074	
1401	FICA Tax @ 6.20% of Permanent Salaries Max $60,600					17,949	
1402	FICA Medicare @ 1.45% of Permanent Salaries Max $125,000					4,267	
1501	Health Service @ $2,096.00 per Employee					12,460	
1571	Health Service Pick Up-Miscellaneous					7,533	
1601	Dental Coverage @ $860.52 per Employee					4,948	
1701	Unemployment Insurance @ 0.175% of Permanent Salaries					501	
1912	Long Term Disability Insurance @ 0.4% of Permanent Salaries					1,178	
		Mand. Fringe Benefits:				70,910	Total Personnel: 365,286
2019	DEPARTMENT OVERHEAD					60,541	Overhead to City Hall-60,541
2100	TRAVEL - BUDGET					300	Travel-300
2200	TRAINING - BUDGET					500	Staff Develpt. & Training-500
2300	EMPLOYEE FIELD EXPENSES - BUDGET					100	Mileage-80; Tolls & Parking-20
2900	MAINT SVCS - EQUIPMENT - BUDGET					15,625	Computer Prog. Support from MIS-15,625
3000	RENTS/LEASES - BUILDINGS & STRUCTURES - BUDGET					10,000	Rent Contribution for 1540 Market-10,000
3500	OTHER CURRENT EXPENSES - BUDGET					4,410	Postage-500; Printing-500; Copy Machine-3,000; Office Equipment-410
4000	MATERIALS & SUPPLIES - BUDGET					3,395	Off Sppls-1,775; Dat Prcs-725;Furn-895
81ET	GF-DET-TELEPHONE (AAO)					2,500	Telephone Services for 1540 Market-2,500
		Operating Costs:				97,371	
		Total Expenditures:				$462,657	

F:PRJB00 03-Aug-2000

Item 4 - File 00-1453

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, Population Health and Prevention Division, Community Health Promotion and Prevention, to accept retroactively and expend a grant in the amount of $450,000 from the California Department of Health Services to provide children and youth domestic violence free services and to enter into an agreement which includes indemnification and rights in data clauses and which does not include patent infringement indemnification and false claims clauses.

Grant Amount: $150,000 each year, for three years

Grant Period: July 1, 2000 through June 30, 2003 (3 years)

Source of Funds: California Department of Health Services

Description: The San Francisco Department of Public Health was recently awarded $450,000 from the State Department of Health Services for a three-year domestic violence prevention project. The project, Children and Youth Domestic Violence Free, would expand domestic violence prevention in the City and County of San Francisco by working with existing community based service providers. Direct recipients of the services would include childcare providers, childbirth educators, parenting educators, youth workers, and individual youths. According to Ms. Nora Goodfriend-Koven of DPH, care would be taken to provide special outreach to targeted cultural populations of San Francisco, including African Americans, Latinos, and Asians.

Goals of the program include:

- Helping parents to avoid spousal abuse, and thus removing the negative impact of abuse on the children of those parents;
- Broadening definitions of gender roles and reducing the tolerance for dating violence within youth culture; and
- Instilling a desire in youths to demand violence-free guarantees from the institutions and individuals with whom they live, work, study, and recreate.

The proposed resolution would authorize DPH to accept retroactively and expend the subject grant funds in the amount of $150,000 each year for three years, for a total of $450,000, to expand domestic violence prevention services in San Francisco. Community-based service providers would include: Men Overcoming Violence (MOVE); Harder+ Company; DPH Maternal Child Health Program; Violence Prevention Network; and the San Francisco Collaborative Organized to Prevent Abuse. Of these programs, MOVE and Harder+ Company would contract directly with DPH, while the other organizations would benefit from training, educational, and coordination efforts of the proposed Health Educator.

No. of Persons Served: 80-160 parenting educators and early childhood services providers, 30-90 youth service providers, 55-120 youths, and 100-500 parents of young children

Budget: A summary of the FY 2000-2001 Project budget, provided by DPH, is as follows:

Personnel (salary and benefits for 0.6 FTE Heath Educator)	$50,703
Travel & Training	1,500
Contractual Services	90,527
Equipment & Supplies	1,186
Indirect Costs (12% of Personnel Costs)	6,084
TOTAL	$150,000

Attachment I, provided by DPH, contains budget details and explanations to support the first year of the subject three-year project. Funds for the second and third year of the subject grant will be included in the DPH FY 2001-2002 and FY 2002-2003 budgets.

Required Match: None.

Indirect Costs: $6,084 for FY 2000-2001 (approximately 12% of Personnel costs).

Comments:

1. According to Ms. Goodfriend-Koven, Contractual Services costs consist of two contracts, one with MOVE for $79,500 to provide domestic violence prevention services, the other Harder+ and Co. for $11,027 to provide evaluation services. Ms. Goodfriend-Koven states that DPH would request sole source exemptions for both contractors because MOVE is the only organization known to DPH which currently provides domestic violence prevention services, and Harder+ and Co. has unique previous experience with DPH in providing evaluation services.

2. According to Ms. Goodfriend-Koven, the Health Educator will conduct training, direct outreach and education efforts, and assist in the evaluation of the program. The Health Educator position would be the continuation of an already existing G-coded 0.8 FTE position, with 0.6 FTE salary and benefits supported by the subject grant and 0.2 FTE salary and benefits supported from other budgeted DPH grant funds.

3. The proposed resolution is retroactive because the award letter was not received by DPH from the granting agency until the end of July, after the grant period had begun.

4. Ms. Jean Fraser of the City Attorney's Office advises that as a condition of receiving grant funds, the DPH has agreed to enter into an agreement (the "Agreement") with the California Department of Health Services that would require the City to waive (1) the requirement contained in Sections 6.21 and 21.19 of the City Administrative Code that the Agreement include an indemnification of the City for the infringement of patent rights; and (2) the requirement contained in Section 6.57(c) of the City's Administrative Code that the Agreement include a paragraph reciting the false claims provisions contained in Section 6.57(a) of the City Administrative Code. According to Ms. Jean Fraser of the City Attorney's Office, these requirements apply when the City purchases goods or services, not when the City receives funds from a grant. Ms. Fraser advises that the waivers in this case are standard and pose minimal risk to the City.

5. Attachment II is the Grant Application Information Form as prepared by the Department. A Disability Access

Checklist prepared by DPH for the proposed grant program is incorporated into the attached Grant Application Information Form.

Recommendation: Approve the proposed resolution.

BUDGET NARRATIVE/JUSTIFICATION

1 PERSONNEL

a. Health Educator, Nora Goodfriend-Koven

Ms. Goodfriend-Koven will implement the project. As a Health Educator, she will train, direct, and assist in the evaluation of the program. She is an expert in outreach and technical assistance to community agencies in prevention of domestic violence. This position will be assigned 60% (24 hrs per wk). Ms. Goodfriend-Koven is a .80 FTE employee and .20 FTE of her salary will be funded from another source. The annual salary of this position at .60 FTE (including fringe benefits at 25%) is $50,703.

2. OPERATING EXPENSES

a. Travel

These costs will be used to cover local and state travel expenses for Ms. Goodfriend-Koven at $1000/person for annual MCH/DV conference and required meetings. $1,000

b. Training

These costs will be used for additional training for Ms. Goodfriend-Koven for community development and domestic violence. $500

c. Materials and Supplies

These costs will be utilized to purchase supplies to support the program. $986

d. Space Rental

Will be utilized to hold training seminars. $200

3. OTHER EXPENSES

Subcontractor: Men Overcoming Violence (MOVE)

MOVE is a pro-feminist, male positive agency that has been working in San Francisco for two decades to end men's violence in their relationships. MOVE has done work through direct intervention with men and boys who batter as well as through community organizing and community education. Funds will be utilized to support a community educator position and three community based action teams. Of the annual allocation to MOVE, $15,000/year will be utilized to fund three community based teams. $79,500

Subcontractor: Harder Company. Contractor is currently providing evaluation services for several CDC and other grants relating to domestic violence. Catolina Guzman, MPH is the domestic violence specialist who will be evaluating this project. $11,027

Grand Total	$150,000

File Number: ______________________
(Provided by Clerk of Board of Supervisors)

Grant Information Form

(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Children and Youth DV Free

2. Department: Public Health: Population Health and Prevention Division; Community Health Promotion and Prevention, Community Health Education

3. Contact Person: Nora Goodfriend-Koven Telephone: 554-2554

4. Grant Approval Status (check one):

[X] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: $450,000 total: $150,000 / year for 3 years

6a. Matching Funds Required: $0
b. Source(s) of matching funds (if applicable): N/A

7a. Grant Source Agency: State Department of Health Services, Maternal and Child Health Branch

b. Grant Pass-Through Agency (if applicable): N/A

8. Proposed Grant Project Summary: Grant funds will expand services for preventing domestic violence in San Francisco through collaboration with existing community-based service providers. Providers include: Men Overcoming Violence (MOVE); Harder+ Company; DPH Maternal Child Health Program; Violence Prevention Network; and the San Francisco Collaborative Organized to Prevent Abuse. Special outreach programs will be provided to target cultural populations in San Francisco, including African Americans, Latinos, and Asians.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: 7/1/00 End-Date: 6/30/03

10. Number of new positions created and funded: None

11. If new positions are created, explain the disposition of employees once the grant ends? : N/A

12a. Amount budgeted for contractual services: $265,742

b. Will contractual services be put out to bid? No. There are two sole source contracts.

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A

d. Is this likely to be a one-time or ongoing request for contracting out? One-time

13a. Does the budget include indirect costs? [X] Yes [ ] No

b1. If yes, how much? $19,181
b2. How was the amount calculated?: 12% of total personnel expenditures

c. If no, why are indirect costs not included?
[ ] Not allowed by granting agency [ ] To maximize use of grant funds on direct services
[ ] Other (please explain):

14. Any other significant grant requirements or comments:

Disability Access Checklist*

15. This Grant is intended for activities at (check all that apply):

[x] Existing Site(s)
[x] Rehabilitated Site(s)
[x] New Site(s)
[x] Existing Structure(s)
[x] Rehabilitated Structure(s)
[x] New Structure(s)
[x] Existing Program(s) or Service(s)
[x] New Program(s) or Service(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: ____________________
(Name)
Norman Nickens
Deputy Director

Date Reviewed: 7/28/00

Department Approval: Mitchell H. Katz, M.D. Director of Health
(Name) (Title)

(Signature)

Item 5 – File 00-1469

Department:	Department of Administrative Services (DAS) Solid Waste Management Program
Item:	Authorizing the Department of Administrative Services Solid Waste Management Program to retroactively accept and expend a grant in the amount of $27,400 from the California Integrated Waste Management Board for the purpose of implementing "Food Scrap Diversion at Schools".
Grant Period:	August, 2000 to May 15, 2001 (See Comment No. 2)
Amount:	$27,400
Source of Funds:	California Integrated Waste Management Board (CIWMB)

Description: The Solid Waste Management Program would use the subject grant funds to implement the Food Scrap Diversion at High Volume Site Project with the assistance of the California Integrated Waste Management Board (CIWMB). The CIWMB has identified decreased waste of commercial and institutional food waste as a target for helping local jurisdictions achieve their mandated 50 percent diversion requirement.

The Food Scrap Diversion at High Volume Site Project's main objectives would be to implement organic waste collection service at a minimum of five San Francisco public schools, and to assess and identify other school sites that show the best potential for food waste diversion. The proposed project would include the following main tasks:

- Recruitment of schools for pilot projects;
- Supplying equipment, outreach and training for students and staff at participating school sites;
- Collection of organic wastes from schools for offsite composting; and
- On-site composting at designated schools.

Budget: The summary budget for the subject grant is as follows:

Item	Amount
Technical Assistant (1,000 hours @ $20/hour)	$20,000
Cafeteria Signs & Posters	5,000
Compost Bins	600
Food Collection Bins	300
Contest Award Funds	1,500
Total	$27,400

Required Match: None

Indirect Costs: The proposed resolution provides for a waiver of indirect costs so that all grant funds can be applied directly to program costs.

Comment: 1. According to Mr. Jack Macy of the Solid Waste Management Program the Technical Assistant will be retained on a contract basis, and will be selected using a competitive process. The Technical Assistant's duties would include: (1) training school kitchen staff; (2) working with teachers, administrators, and students to organize lunchtime food waste collection programs; (3) coordinating communication and activities between all parties involved; (4) providing other technical assistance to schools; (5) ordering equipment; and (6) creating promotional materials.

2. Mr. Macy reports that the Solid Waste Management Program has not yet received or expended any funds for the subject grant. According to Mr. Macy, the grant period would roughly coincide with the 2000-2001 school year, beginning in August of 2000 and ending May 15, 2001. Mr. Macy notes that the funding agency is very flexible and will permit the Solid Waste Management Program to expend funds beyond the May 15, 2001 end of the grant term, if necessary.

3. Mr. Macy notes that the subject resolution is retroactive because the scheduled recess of the Board of Supervisors will not allow the full Board of Supervisors to consider the proposed grant until after the subject grant period has begun.

4. According to Mr. Macy, the Solid Waste Management Program has not yet selected which five or more City public schools will participate in the program. Mr. Macy states that the Solid Waste Management Board will give priority to public schools over private schools and will support projects in schools by considering: (1) the amount of organic waste generated; (2) support within the school's community (teachers, parents, and administrators) to implement and maintain a given project; (3) how well a project could be integrated with existing recycling projects; and (4) any site location restraints.

5. The Attachment is a Grant Application Information Form provided by the Solid Waste Management Program. The Solid Waste Management Program has prepared a Disability Access Checklist, which is incorporated into the attached Grant Application Information Form.

Recommendation: Approve the proposed resolution.

Harvey M. Rose

cc: Supervisor Bierman
Supervisor Brown
Supervisor Yaki
Clerk of the Board
Controller
Stephen Kawa

Attachment
Page 1 of 2

File Number: ____________________
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **FOOD SCRAP DIVERSION AT HIGH VOLUME SITE PROJECT**

2. Department: **Solid Waste Management Program**

3. Contact Person: **Natasha Stillman, School Coordinator** **Telephone: (415) 554-3422**

4. Grant Approval Status (check one):

[XX] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: **$ 27,400.00**

6a. Matching Funds Required: **$ 0**
b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: **California Integrated Waste Management**
b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary: The San Francisco Recycling Program will implement the "Food Scrap Diversion at High Volume Site Project" with the assistance of the California Integrated Waste Management Board. The California Integrated Waste Management Board's Greening Team has identified decreased waste of commercial and institutional food waste as a target for helping local jurisdictions achieve their mandated 50 percent diversion requirement and established a goal by 2000.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: **August 2000** End-Date: **May 15, 2001**

10. Number of new positions created and funded: **1**

Technical assistant! IT through [illegible] [illegible] [illegible] waste into system

11. If new positions are created, explain the disposition of employees once the grant ends? **Position is created upon available funding from grants and/or other funding sources available and hired through the City Contractor Occupational Knowledge, Inc. Once the funding ends the contract becomes null and void upon completion of the contract term.**

12a. Amount budgeted for contractual services: **$40,000**

b. Will contractual services be put out to bid? Yes

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? Yes

d. Is this likely to be a one-time or ongoing request for contracting out? On going request.

13a. Does the budget include indirect costs? [ ] Yes [XX] No

b1. If yes, how much? **Not Applicable**
b2. How was the amount calculated? **Not Applicable**

c. If no, why are indirect costs not included?
[ ] Not allowed by granting agency
[XX] To maximize use of grant funds on direct services
[ ] Other (please explain):

14. Any other significant grant requirements or comments: NONE

****Disability Access Checklist*****

15. This Grant is intended for activities at (check all that apply):

[XX] Existing Site(s)
[ ] Rehabilitated Site(s)
[ ] New Site(s)
[XX] Existing Structure(s)
[ ] Rehabilitated Structure(s)
[ ] New Structure(s)
[XX] Existing Program(s) or Service(s)
[XX] New Program(s) or Service(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: Analita L. Calatrava
(Name)

Date Reviewed: July 18, 2000

Department Approval: Director
(Name) (Title)

(Signature)

BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 544-5227

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14/00
Cancelled

NOTICE OF CANCELLED MEETINGS

VARIOUS COMMITTEES

SAN FRANCISCO BOARD OF SUPERVISORS

NOTICE IS HEREBY GIVEN that pursuant to Resolution No. 158-00, the San Francisco Board of Supervisors has **cancelled** the following meetings of its various committees:

Committee	Date
Housing and Social Policy	September 5, 2000
Finance and Labor	September 6 and 13, 2000
Small Business, Economic Vitality and Consumer Services	September 7, 2000
Parks and Recreation	September 12, 2000
Transportation and Land Use	September 12, 2000
Public Health and Environment	September 14, 2000
Rules	September 14, 2000

Gloria L. Young, Clerk of the Board

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City and County of San Francisco
Meeting Minutes
Public Health and Environment Committee

Members: Supervisors Sue Bierman, Amos Brown and Michael Yaki

Clerk: Deborah Muccino

City Hall
1 Dr. Carlton B.
Goodlett Place
San Francisco, CA
94102-4689

September 28, 2000 **1:00 PM** **City Hall, Room 263**

Regular Meeting

Members Present: Sue Bierman, Michael Yaki.

Members Absent: Amos Brown.

MEETING CONVENED

The meeting convened at 1:03 p.m.

001601 **[Fiscal Year 2000-2001 State Grant Funds]**

Resolution authorizing the acceptance and expenditure of state grant funds by the San Francisco Department of Public Health for 2000-2001. (Public Health Department)

9/6/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this item be calendared at the September 28, 2000 meeting.

Heard in Committee. Speaker: Lucille Burlew-Lawler, Public Health Department.

RECOMMENDED...

ADJOURNMENT

The meeting adjourned at 1:07 p.m.

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CITY AND COUNTY OF SA

BOARD OF SUPERVISORS

BUDGET ANALYST
1390 Market Street, Suite 1025, San Francisco, CA 94102 (415) 554-7642
FAX (415) 252-0461

September 25, 2000

TO: Public Health and Environment Committee

FROM: Budget Analyst

SUBJECT: September 28, 2000 Public Health and Environment Committee Meeting

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Item 1 – File 00-1601

Department: Department of Public Health (DPH)

Item: Resolution authorizing the acceptance and expenditure of State grant funds by the San Francisco Department of Public Health.

Description: According to Section 11.1 of the Administrative Provisions of the Fiscal Year 2000-2001 Annual Appropriations Ordinance, recurring grants, included in the Department's annual budget submission, that were previously approved by the Board of Supervisors in the annual budget, do not require separate authorization by resolution of the Board of Supervisors for the acceptance and expenditure of such grants. However, the agencies of the State of California that provide grant funds to the DPH require the Department to provide documentation of the Board's approval of their grant funds (State Administrative Manual Section 1208.2(a)). The proposed resolution would authorize the DPH to accept and expend State funding for 36 recurring grants, totaling $16,450,913 (see Comment 1). These grants were previously approved by the Board of Supervisors in the FY 2000-2001 DPH budget.

Comments:

1. The Attachment, provided by DPH, contains a list of the State grants provided to DPH for FY 2000-2001. According to Ms. Monique Zmuda of DPH, of the $16,450,913 in State funds, $16,035,898 of the grant funds were for direct program costs and $415,015 were to pay for the City's indirect costs.

2. As noted above, approval of this proposed resolution would be consistent with the FY 2000-2001 Administrative Provisions of the Annual Appropriation Ordinance previously approved by the Board of Supervisors.

Recommendation: Approve the proposed resolution.

Harvey M. Rose

cc: Supervisor Bierman
Supervisor Brown
Supervisor Yaki
Clerk of the Board
Controller
Stephen Kawa

CITY COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC HEALTH
RECURRING FY 2000-2001 STATE GRANTS, SCHEDULE A

Program/	Agency	State	FY 00-01	FY-00-01	FY-0-01	Indirect Cost	Title, Services, FY 2000-01
Sub-Program		Contract. #	Grant Term	Grant Amt.	Indirect Costs	Information	
CHS Children, Youth & Families	State	Not Available	10/1/00-9/30/01	$1,802,247	-$0-	No indirect costs; direct services costs only	WIC Program
							Nutrition services to women and infants and children under age five.
CHS Children, Youth & Families	State	Not Available	7/1/00-6/30/01	$881,690	$87,298	10% of salaries	Perinatal, MCH Allotment
							Coordination and advocacy for programs and
							services targeting women and children.
							Prenatal care guidance, and toll-free line.
CHS Children, Youth & Families	State	Not Available	7/1/00-6/30/01	Consolidated with Perinatal MCH			Perinatal Outreach
							Comprehensive perinatal outreach services
							and tobacco cessation services to women & children.
CHS Children, Youth & Families	State	Not Available	7/1/00-6/30/01	Consolidated with Perinatal MCH			Fetal/Infant Mortality Review
							Identify gaps in services which contribute to mortality.
CHS Children, Youth & Families	State	Not Available	7/1/00-6/30/01	$310,081	$42,590	21.87% of salaries	CHDP - EPSDT - PHN
							Child health and disability prevention services.
CHS Children, Youth & Families	State	Not Available	7/1/00-6/30/01	$259,388	$6,866	10% of salaries	Black Infant Health
							Education, support, and case management
							to African-American pregnant women and their
							infants. City wide task force.

CITY COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC HEALTH
RECURRING FY 2000-2001 STATE GRANTS, SCHEDULE A

Program/ Sub-Program	Agency	State Contract. #	FY 00-01 Grant Term	FY-00-01 Grant Amt.	FY-0-01 Indirect Costs	Indirect Cost Information	Title, Services, FY 2000-01
CHS Children, Youth & Families	State	Not Available	7/1/00-6/30/01	$88,000	$14,690	21.67% of salaries	HIV Children's Program HIV screening and diagnostic services to children at risk of HIV.
CHS Children, Youth & Families	State	Not Available	1/1/00-12/31/00	$302,000	-$0-	No indirect costs; direct services costs only	Home Visiting Family Support Intensive home visiting and support services to improve health and developmental outcomes for African American infants and their families.
CHS Children, Youth & Families	State	98-15282	7/1/00-6/30/01	$43,500	$2,936	10% of salaries	Teen Smart Outreach Outreach and counseling services to adolescents, with Maxine Hall Health Center.
CHS HIV	State	00-90096	7/1/00-6/30/01	$720,000	-$0-	No indirect costs; direct services costs only	Early Intervention/Primary Care Services to prevent /delay progression of disease and transmission of infection.
CHS HIV	State	99-66223	4/1/00-3/31/01	$1,494,781	$23,916	16.26% of salaries and fringes	CARE Title II Comprehensive AIDS resources for emergency disaster relief.
CHS Mental Health	Fed/State	Not Available	7/1/00-6/30/01	$115,336	$2,262	2.0% of direct cost	McKinney Homeless PATH Mental health services for mentally ill who are homeless or at risk of becoming homeless.
CHS Mental Health	Fed/State	Not Available	7/1/00-6/30/01	$100,000	$2,000	2.0% of direct cost	Continuum HIV Day Support Services Adult Day Care services to people with HIV/AIDS.

CITY COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC HEALTH
RECURRING FY 2000-2001 STATE GRANTS, SCHEDULE A

Program/ Sub-Program	Agency	State Contract. #	FY 00-01 Grant Term	FY-00-01 Grant Amt.	FY-0-01 Indirect Costs	Indirect Cost Information	Title, Services, FY 2000-01
CHS Mental Health	Fed/State	Not Available	7/1/00-6/30/01	$164,000	$3,280	2.0% of direct cost	**AIDS Dementia & Residential Support Services** AIDS/ARC/HIV mental health residential and adult day services at the Peter Claver Community.
CHS Mental Health	Fed/State	Not Available	7/1/00-6/30/01	$785,422	-0-	No indirect costs; direct services costs only	**SAMHSA - System of Care** Services to seriously mentally ill adults, older adults, youth, and their families, who have serious emotional problems.
CHS Mental Health	Fed/State	Not Available	8/1/00-7/31/01	$481,661	-$0-	No indirect costs; direct services costs only	**SAMHSA - Family Mosaic Project** Services to children and youth who are seriously emotionally disturbed and their families.
CH&S EMSA	State	Not Available	10/1/99-9/30/00	$266,302	$12,472	15% of personnel costs	**Child Passenger Safety** Develop and implement a comprehensive child passenger safety program.
CH&S Environmental Health & OSH	State	Not Available	7/1/99-6/30/00	$497,865	$74,975	19.76% of salaries and benefits	**LUST-LOP Project** Local oversight of cleanup activities at leaking underground storage tank sites.
CH&S Environmental Health & OSH	State	P9975020	1/1/00-12/31/01	$8,000	-$0-	No indirect costs; direct services only	**Oil Spill Prevention and Response** Input in development of SF Bay/San Joaquin Delta Area contingency plan for oil spills.
CH&S Immunization	State/Fed	00-90182	7/1/00-6/30/01	$448,555	-$0-	No indirect costs; direct services only	**Immunization Services and Collaborative Immunization Project Grant** Prevention, surveillance and outbreak control for vaccine preventable diseases and a new collaborative immunization project.

CITY COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC HEALTH
RECURRING FY 2000-2001 STATE GRANTS, SCHEDULE A

Program/ Sub-Program	Agancy	State Contract. #	FY 00-01 Grant Term	FY-00-01 Grant Amt.	FY-0-01 Indirect Costs	Indirect Cost Information	Title, Services, FY 2000-01
CH&S STD Preven- tion & Control	State	98-16028A1	4/1/00-3/31/01	$117,245	$10,659	10% of direct costs	**STD Training Program** STD training for health providers in San Francisco and surrounding Bay Area counties.
CH&S TB Control	State	Not Available	7/1/00-6/30/01	$454,097	-$0-	No indirect costs; direct services only	**Tuberculosis Subvention** TB control and prevention and outreach and the Directly Observed Therapy Program for tuberculosis patients.
CHP&P Child Environmental Risk Protection	State	00-90453	7/1/00-6/30/01	$329,126	$32,101	15% of salaries	**Childhood Lead Poisoning Case Management** Identifying and managing cases of children with elevated levels of lead in blood.
CHP&P Child Environmental Risk Protection	State	00-90483	7/1/00-6/30/01	$299,118	$38,733	18% of salaries	**Lead Medi-Cal Allocation** Medical eligible children diagnosed with elevated lead levels in San Francisco.
CHP&P Dental Prevention	State	Not Available	7/1/00-6/30/01	$31,180	$1,839	22% of personnel costs	**Dental Education Services** Education, screening, and follow up services for pre and elementary school children.
CHP&P Health Promotion	State	89-97927 A10	7/1/00-6/30/01	$638,392	$33,732	15% of personnal costs	**AB 75 Health Education Tobacco Tax** Provide tobacco education in accordance with the State Comprehensive Tobacco Control Plan.
CHP&P Health Promotion	State	97-11744	7/1/00-6/30/01	$541,263	-0-	Not Allowable	**Breast and Cervical Cancer Control Program (BCCCP)** Outreach, education, screening and follow-up for low income women.
CHP&P HIV Prevention	State	00-90096	7/1/00-6/30/01	$1,737,782	-0-	Not Allowable	**AIDS Education and Prevention** Coordination, quality assurance and HIV/AIDS education services to targeted populations.

CITY COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC HEALTH
RECURRING FY 2000-2001 STATE GRANTS, SCHEDULE A

Program/ Sub-Program	Agency	State Contract. #	FY 00-01 Grant Term	FY-00-01 Grant Amt.	FY-0-01 Indirect Costs	Indirect Cost Information	Title, Services, FY 2000-01
CHP&P HIV Prevention	State	00-90098	7/1/00-6/30/01	$760,000	-0-	Not Allowable	HIV Testing Program Anonymous and confidential HIV testing services.
CHP&P Immigrant Health	Fed/State	00-90-9460-1	10/1/00-9/30/01	$175,000	-$0-	Not allowable	CDC Basic Refugee TB/communicable disease control, health education and counseling services to refugees.
CHP&P Immigrant Health	State	Not Available	10/1/00-9/30/01	$90,918	-$0-	Not allowable	Immigrant Public Health Immigrant public health services and refugee preventive health services.
CHS Children, Youth & Families	Fed/State	Award letter	1/1/00-6/30/00	$201,921	$5,772	.03024 of personnel costs	Health Care Program for Children in Foster Care Increase public health nursing time to meet the needs of children in foster care.
CHP&P Health Promotion	State	PS0029	8/1/00-9/30/01	$240,837	$20,872	15% of salaries and fringes	San Francisco Pedestrian Safety Comprehensive pedestrian injury surveillance system.
CH&S Public Health Laboratory	State	00-90590	7/1/00-6/30/01	$390,000	-0-	N/A	Viral Load Testing HIV-1 Provide HI -1 viral load tests to monitor efficacy of treatment in HIV-infected individuals and monitor infection.
CH&S AIDS Surveillance	State	Allocation Letter	7/1/00-6/30/01	$174,304	-0-	N/A	AIDS Surveillance (Local Assistance Block Grant) Establish and expand active AIDS case surveillance.
CHS HIV	State	00-90098	7/1/00-6/30/01	$1,099,869	-0-	N/A	HIV/AIDS Intervention, Prevention, and Continuity of Care Demonstration Projects for Incarcerated Individuals Comprehensive AIDS services for incarcerated individuals.
				$16,035,898	$415,015		

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City and County of San Franci
Meeting Minutes
Public Health and Environment Co

Members: Supervisors Sue Bierman, Amos Brown an

Clerk: Deborah Muccino

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October 12, 2000 **12:59 PM** **City Hall, Room 263**

Special Meeting

Members Present: Sue Bierman, Amos Brown, Michael Yaki.

MEETING CONVENED

The meeting convened at 1:14 p.m.

001561 **[SEIU Local 250]**

Supervisors Yaki, Brown, Leno, Bierman, Becerril

Resolution urging Catholic Healthcare West to abide by the agreements reached with SEIU Local 250 on August 13, 2000.

8/28/00, REFERRED FOR ADOPTION WITHOUT COMMITTEE REFERENCE AGENDA AT THE NEXT BOARD MEETING.

9/18/00, SEVERED FROM FOR ADOPTION WITHOUT COMMITTEE REFERENCE AGENDA. Supervisor Becerril requested this matter be severed so it could be considered separately.

9/18/00, REFERRED to Finance and Labor Committee. Supervisors Brown, Leno, Bierman, Becerril requested to be added as co-sponsors.

Supervisor Kaufman requested this matter be sent to committee.

10/5/00, TRANSFERRED to Public Health and Environment Committee.

Heard in committee. Speakers: Jonathan Blitzer, member, SEIU, Local 250; Herb Steinkraus, member, SEIU, Local 250; John Harding, Catholic Healthcare West representative; Sue Zupp, member, SEIU Local 250.

RECOMMENDED by the following vote:

Ayes: 3 - Bierman, Brown, Yaki

ADJOURNMENT

The meeting adjourned at 1:55 p.m.

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City and County of San Francis
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Members: Supervisors Sue Bierman, Amos Brown and

Clerk: Deborah Muccino

October 12, 2000 **1:00 PM** **City Hall, Room 263**

Regular Meeting

Members Present: Sue Bierman, Amos Brown, Michael Yaki.

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MEETING CONVENED

The meeting convened at 1:15 p.m.

001712 **[Approving a subcontract with the University of California to fund the continuation of a study on HIV prevention trials]**

Resolution authorizing the Department of Public Health, HIV Research Section, to enter into an agreement in the amount of $896,321 with the University of California, San Francisco, the primary contractor to fund the Zimbabwe-San Francisco HIV Prevention Trials Unit of the HIV Prevention Trials Network; retroactive to July 1, 2000. (Public Health Department)

9/25/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this item be calendared at the October 12, 2000 meeting.

Heard in committee. Speakers: Billy Pick, Department of Public Health; Severin Campbell, Budget Analyst's office.

Amended on page 2, line 5, after "renewed" add "and be it"; on page 2, line 6, add "Further Resolved, The Controller should be urged to designate the position funded under the agreement as a "G" or grant-funded position which would terminate when the agreement expires."

AMENDED.

RECOMMENDED AS AMENDED by the following vote:

Ayes: 2 - Bierman, Brown
Absent: 1 - Yaki

001713 **[Approving a subcontract with the Fred Hutchinson cancer research to provide clinical trial leadership and liaison expertise to the HIV vaccine project]**

Resolution authorizing the Department of Public Health, HIV Research Section, to enter into an agreement in the amount of $174,261 with the Fred Hutchinson Cancer Research Center, the primary contractor, to provide clinical trial leadership and liaison expertise to the HIV Vaccine Trials Network Leadership Group; retroactive to September 30, 1999. (Public Health Department)

9/25/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this item be calendared at the October 12, 2000 meeting.

Heard in committee. Speaker: Billy Pick, Department of Public Health.

RECOMMENDED by the following vote:

Ayes: 2 - Bierman, Brown
Absent: 1 - Yaki

001440 **[Plastic Beverage Bottles]**

Supervisor Bierman

Resolution opposing the use of nonrecycled content plastic beverage bottles in order to meet state mandate AB 939.

8/7/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in committee. Speakers: Paul Horcher, Director, Solid Waste Management Program; Andy Putney, S.F. Community Recyclers.

Amendment of the whole bearing new title.

AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE.

Resolution urging the City and County of San Francisco to increase the recycling of plastic beverage bottles and promote the use of recycled content in order to meet state mandate AB 939.

Continued to October 26, 2000.

CONTINUED by the following vote:

Ayes: 3 - Bierman, Brown, Yaki

ADJOURNMENT

The meeting adjourned at 1:25 p.m.

[Budget Analyst Report]
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CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET ANALYST

1390 Market Street, Suite 1025, San Francisco, CA 94102 (415) 554-7642
FAX (415) 252-0461

October 5, 2000

TO: Public Health and Environment Committee

FROM: Budget Analyst

SUBJECT: October 12, 2000 Public Health and Environment Committee Meeting

Item 1 - File 00-1712

Department:	Department of Public Health (DPH)
Item:	Resolution authorizing the Department of Public Health, Community Health and Safety Services, HIV Research Section, to enter into an agreement in the amount of $896,321 with the University of California, San Francisco, the primary contractor, to fund the Zimbabwe-San Francisco HIV prevention trials unit of the HIV Prevention Trials Network; retroactive to July 1, 2000.
Grant Period:	July 1, 2000 through June 30, 2001 (see Comment No. 1)
Grant Amount:	$896,321
Source of Funds:	University of California, San Francisco (UCSF)
Matching Funds:	None
Indirect Costs:	$96,423

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Budget: The summary budget for the subject grant is as follows:

Description	Cost
Salaries and Fringe Benefits	$474,018
Laboratory Testing	61,200
Participant Costs*	60,498
Travel	5,128
Office Supplies	1,800
Subtotal-Direct Cost	$602,644
Contractual	197,254
Indirect Cost (16% of direct costs)	96,423
TOTAL PROJECT COST	**$896,321**

* According to Mr. Billy Pick of DPH, 750 study participants are reimbursed at the rate of $10 to $25 per clinic visit, depending on the type of the visit, with an estimate of up to eight clinic visits per participant, resulting in total estimated participant costs of $60,498.

Attachment I, provided by DPH, contains details to support the summary budget above.

Description: The proposed resolution would authorize DPH to accept and expend an $896,321 grant from the University of California, San Francisco (UCSF). The subject grant would fund one year of a behavioral intervention trial to modify high-risk behavior for men at risk of contracting HIV. This project is the continuation of a trial that was funded until June 30, 2000 by a previous National Institute of Health grant. This project has an estimated completion date of June of 2005. According to Mr. Pick, the Department expects to receive additional funding for this project from UCSF through June of 2005.

The subject grant will fund a behavioral intervention trial with 750 high-risk HIV uninfected men who have sex with men as part of a national multi-site randomized controlled trial of an intensive behavioral intervention. After giving written informed consent, eligible participants undergo HIV antibody testing, pre- and post-test counseling, and interviews semi-annually. Participants assigned to the intervention arm also undergo ten individualized hour-long counseling sessions within four months of enrollment, and additional sessions for an additional three months.

The behavioral intervention trial already has over 500 participants. According to Mr. Pick, enrollment will be completed by January 31, 2000. Participants are seen at the Research Section of DPH. Staff from DPH and the Public Health Foundation Enterprises (PHFE), a subcontractor to the City, are responsible for oversight and implementation of the trial. PHFE is an international nonprofit agency that deals with health related issues. In the prior funding agreement for this project, PHFE was the prime contractor and the City was the subcontractor. Since PHFE and DPH already had an established working relationship, PHFE was selected on a sole source basis to contract with the City to oversee and implement the trial. Responsibilities of the study include trial development and revision, submission of all materials for the UCSF Committee for Human Research approval, recruitment and retention of participants, staff training, adherence to all trial-related requirements, the collection, cleaning and submission of data, and local data management.

Comments:

1. The grant period is for one year, beginning on July 1, 2000 and concluding on June 30, 2001. According to Mr. Pick, the subject resolution requests retroactive authorization because DPH has already entered into a contract agreement with UCSF for the subject grant. Mr. Pick advises that DPH has not yet received the subject funds. However, DPH has already expended approximately $224,080 of the subject grant on personnel and operating expenses for the study. According to Mr. Pick, DPH's FY 2000-01 General Fund and PHFE funds are being used to cover the personnel and operating expenses for the study until grant funds are received by DPH. DPH will reimburse the Department and PHFE when DPH receives grant funds from UCSF.

2. The agreement between DPH and UCSF includes a mutual indemnification clause. According to Mr. Pick, the indemnification clause in the contract was reviewed by the City Attorney, and approved by Mr. Keith Grand, the

City's Risk Manager. Ms. Jean Fraser of the City Attorney's Office stated that, given that the City's Risk Manager approved the indemnification clause in the contract, it was not necessary to include such a clause in the language of the proposed resolution. Therefore, the proposed resolution does not include any such mutual indemnification clause.

3. Attachment II is DPH's Grant Application Information Form, which includes the Disability Access Checklist.

4. Mr. Pick reports that the subject grant would fund 12 positions requiring 7.35 FTEs at DPH as detailed in Attachment I. Mr. Pick advises that the 7.35 FTE positions at DPH would be designated "G", or grant-funded, and would terminate when the grant expired if the Department is unable secure additional grant funds.

5. The proposed resolution contains a provision that authorizes the Director of DPH to enter into similar agreements with UCSF if the grant recurs or is renewed, without first obtaining Board of Supervisors approval. As previously noted, the subject grant in the amount of $896,321 will fund one year of a proposed five-year project.

Recommendations:

1. Amend the resolution to designate the positions funded by the subject grant as "G" or grant-funded positions, which would terminate when the grant expires, in accordance with Comment No. 4 above.

2. Approval of the proposed resolution, as amended, is a policy matter for the Board of Supervisors since this resolution authorizes the Director of DPH to enter into future agreements, similar to the subject agreement, if the grant recurs or is renewed, without obtaining subsequent approval by the Board of Supervisors.

Attachment I

ATTACHMENT B

DPH Project EXPLORE

DD

Principal Investigator/Program Director *(Last, first, middle)*: CHIPATO, Tsungai

DETAILED BUDGET FOR INITIAL BUDGET PERIOD DIRECT COSTS ONLY	FROM	THROUGH
	07/01/2000	06/30/2001

PERSONNEL *(Applicant organization only)*

NAME	ROLE ON PROJECT	TYPE APPT. *(months)*	% EFFORT ON PROJ.	INST. BASE SALARY	DOLLAR AMOUNT REQUESTED *(omit cents)* SALARY REQUESTED	FRINGE BENEFITS	TOTALS
Buchbinder, Susan	Prinicple Investigator	12	25%	121,152	30.288	4,059	34.347
Colfax, Grant	Physician Specialist	12	25%	109,968	27,492	3,849	31,341
O'Malley, Paul	Health Program Coordinator	12	10%	68,940	6,894	1,179	8,073
Fuqua, V.	Health Program Coordinator	12	100%	57,564	57,564	10,422	67,986
Buckman, T.	Counselor	12	100%	49,702	49.702	9,543	59,245
Barreto, A.	Counselor	12	100%	49,702	49,702	9,543	59,245
Colbert, D.	Counselor	12	100%	49,702	49,702	9,543	59,245
Rubino, C.	Counselor	12	80%	49,702	39,762	7,634	47,396
DeSales, J.	Bilingual Counselor	12	100%	45,132	45,132	9,627	54,759
Knoble, T.	Bilingual Counselor	12	75%	45,132	33.849	7,220	41,069
Van, B.	ISO/ Study Assistant	12	10%	46,284	4,628	1,028	5,656
Lee, I.	ISO/ Study Assistant	12	10%	46,284	4,628	1,028	5,656
	SUBTOTALS →				399,343	74,675	474,018

CONSULTANT COSTS			0.
EQUIPMENT *(Itemize)*			0.
SUPPLIES *(Itemize by category)*			
General office supplies	1,800		1,800.
TRAVEL	Staff travel to national meetings	4,348	5,128.
	Local field visit travel	780	
PATIENT CARE COSTS	INPATIENT		
	OUTPATIENT		
ALTERATIONS AND RENOVATIONS			
OTHER EXPENSES *(Itemize by category)*			
Laboratory testing: HIV screening, GC Rectal Cultures and GC/CT urethral cultures		61,200	
Other Protocol Related Participant Costs		60,498.	121.698.
SUBTOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD		$	602.644.
CONSORTIUM/CONTRACTUAL COSTS	DIRECT COSTS		182,643
	INDIRECT COSTS		14.611.
TOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD *(Item 7a, Face Page)* →		$	799.898.
INDIRECT COSTS (16%) →		$	96.423.
TOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD *(Item 7a, Face Page)* →		$	896.321.

Number pages consecutively at the bottom throughout the application. Do not use suffixes such as 3a, 3b.

File Number: ____________________
(Provided by Clerk of Board of Supervisors)

Grant Information Form

(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: The Zimbabwe-San Francisco HIV Prevention Trials Unit

2. Department: Public Health, Community Health and Safety Services, HIV Research

3. Contact Person: Billy Pick Telephone: 554-9048

4. Grant Approval Status (check one):

[X] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: $896,321

6a. Matching Funds Required: $0
b. Source(s) of matching funds (if applicable): Not Applicable

7a. Grant Source Agency: University of California, San Francisco
b. Grant Pass-Through Agency (if applicable): National Institutes of Health

8. Proposed Grant Project Summary: Continuation of a study with 725 high-risk HIV uninfected men who have sex with men as part of a national multi-site randomized controlled trial of an intensive behavioral intervention.. The Department of Health is responsible for oversight and the implementation of the protocol locally, as well as inclusion on the national Protocol Team.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: 7/1/00 End-Date: 6/30/01

10. Number of new positions created and funded: None

11. If new positions are created, explain the disposition of employees once the grant ends? : Not Applicable

12. Are indirect costs eligible for this grant? (Circle): Yes No

12a. Amount budgeted for contractual services:$197,254

b. Will contractual services be put out to bid? No. Sole Source with the Public Health Foundation will continue to provide contractual services.

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? Not Applicable

d. Is this likely to be a one-time or ongoing request for contracting out? Not Applicable

13a. Does the budget include indirect costs? [X] Yes [ ] No

b1. If yes, how much? $96,423

b2. How was the amount calculated? (16% of total modified direct costs)

c. If no, why are indirect costs not included? Not Applicable
[ ] Not allowed by granting agency [ ] To maximize use of grant funds on direct services
[ ] Other (please explain):

14. Any other significant grant requirements or comments:

****Disability Access Checklist*****

15. This Grant is intended for activities at (check all that apply):

[X] Existing Site(s)	[X] Existing Structure(s)	[X] Existing Program(s) or Service(s)
[ ] Rehabilitated Site(s)	[ ] Rehabilitated Structure(s)	[ ] New Program(s) or Service(s)
[ ] New Site(s)	[ ] New Structure(s)	

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: Norm N
Norman Nickens, Deputy Director

Date Reviewed: 9/25/00

Department Approval: Mitchell Katz. M.D., Director of Health

Mitch Katz MD
(Signature)

Item 2 - File 00-1713

Department: Department of Public Health (DPH)

Item: Resolution authorizing the Department of Public Health, HIV Research Section, to enter into an agreement in the amount of $174,261 with the Fred Hutchinson Cancer Research Center, the primary contractor, to provide clinical trial leadership and liaison expertise to the HIV Vaccine Trials Network Leadership Group; retroactive to September 30, 1999.

Grant Period: September 1, 1999 through August 31, 2000 – one year (see Comment No. 4)

Grant Amount: $174,261

Source of Funds: Fred Hutchinson Cancer Research Center, University of Washington

Matching Funds: None

Indirect Costs: $24,036

Budget: The summary budget for the first year of the subject grant is as follows:

Description	Cost
Salaries	$117,352
Fringe Benefits (25%)	29,263
Step Increases (5%)	110
Materials and Supplies	3,500
Total Direct Costs	$150,225
Indirect Costs (16% of total direct costs)	24,036
TOTAL PROJECT COST	**$174,261**

Attachment I, provided by DPH, contains details to support the summary budget above.

Description: The proposed resolution would authorize DPH to accept and expend a grant from the Fred Hutchinson Cancer Research Center at the University of Washington. The subject grant will fund three positions by creating one new FTE grant-funded position and funding two existing 0.2 FTE positions, for a total of 1.4 FTEs (see Comment No. 2). The grant-funded positions will provide clinical trial leadership and liaison expertise to the HIV Vaccine Trials Network Leadership Group.

The HIV Vaccine Trials Network Leadership Group, consisting of six academic and community organizations from across the county, has designed a study, to be conducted by DPH, to determine whether immunization with an HIV vaccine protects at-risk persons from acquiring HIV infection. The study is a randomized, placebo controlled, multi-centered trial with a local enrollment of a minimum of 150 HIV-seronegative adult volunteers. Additionally, grant funds would be used to conduct an ancillary study on the various aspects of conducting and evaluating HIV vaccine trial-related activities, with a primary focus on epidemiologic, clinical, laboratory, and social-behavioral research. The name of the vaccine product used in this trial is "Bivalent AIDSVAX". According to Mr. Billy Pick of DPH, Phase II/III of this study, the current phase of the study, is for safety and advocacy research.

Comments:

1. The subject grant would fund the work of Dr. Susan Buchbinder, a Senior Physician Specialist, of the DPH HIV Research Section at 0.4 FTE so that she can provide clinical trial leadership expertise as the Chair of the Phase II/III Committee for the HIV Vaccine Trials Network Leadership Group. Dr. Buchbinder would direct the performance of the scientific and technical aspects of the work of the Committee, oversee Phase II/III Committee activities, and define and execute the Network's scientific agenda. The subject grant would also fund the work of a 1.0 FTE Physician Specialist position, which will assist Dr. Buchbinder. To date, $29,263 of the subject grant has been retroactively expended for Dr. Buchbinder's salary. Therefore, the proposed resolution provides for retroactive authorization to September 30, 1999, the date of the initial grant. According to Mr. Pick, DPH's FY 1999-2000 and FY 2000-2001 budgeted funds are being used to cover the expenses incurred for Dr. Buchbinder's salary until grant funds are received by DPH. DPH will reimburse the Department when DPH

receives the grant funds from the Fred Hutchinson Cancer Research Center.

2. Mr. Pick reports that the subject grant would fund three positions at DPH as detailed in Attachment I. According to the proposed resolution, the new 1.0 FTE position would be designated "G", or grant-funded. The 1.4 FTE positions at DPH would terminate when the grant expired if the Department is unable secure additional grant funds.

3. According to Mr. Pick, the Fred Hutchinson Cancer Research Center has received funding from the National Institute of Health to conduct an HIV vaccine efficacy clinical trial study. The subject grant, to be provided by the Fred Hutchinson Cancer Research Center to DPH, would be from the funding provided by the National Institute of Health to the Fred Hutchinson Cancer Research Center.

4. Mr. Pick reports that although the proposed resolution is retroactive to September 30, 1999, DPH has not yet received any of the subject funds due to a delay in the project. According to Mr. Pick, the reason for the delay in the project is because DPH has been waiting for approval on another grant for $317,610 from the National Institute of Health, which, together with the subject grant, will provide sufficient funds for the City's share of $491,871 toward the project's total cost. According to Mr. Pick, the Fred Hutchinson Cancer Research Center will allow DPH to extend the terms of the grant period in order to expend the funds beyond the August 31, 2000 end of the grant term. The project began on June 1, 2000, and the Department expects to receive the subject grant funds by the third week in October of 2000.

5. The agreement between DPH and the Fred Hutchinson Cancer Research Center includes a mutual indemnification clause. According to Mr. Pick, the indemnification clause in the contract was reviewed by the City Attorney, and approved by Mr. Keith Grand, the City's Risk Manager. Ms. Jean Fraser of the City Attorney's Office stated that, given that the City's Risk Manager approved the indemnification clause in the

contract, it was not necessary to include such a clause in the language of the resolution. Therefore, the proposed resolution does not include any such mutual indemnification clause.

6. Attachment II is DPH's Grant Application Information Form, which includes the Disability Access Checklist.

7. The proposed resolution contains a provision that authorizes the Director of DPH to enter into similar agreements with the Fred Hutchinson Cancer Research Center if the grant recurs or is renewed, without first obtaining Board of Supervisors approval.

Recommendation: Approval of the proposed resolution is a policy matter for the Board of Supervisors since this resolution authorizes the Director of DPH to enter into future agreements, similar to the subject agreement, if the grant recurs or is renewed, without obtaining subsequent approval by the Board of Supervisors.

Harvey M. Rose

cc: Supervisor Bierman
Supervisor Brown
Supervisor Yaki
Clerk of the Board
Controller
Stephen Kawa

Attachment I
Page 1 of 3

Dept / Div:
Fund Group:
Index Code:
Grant Code:
Grant Detail:

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
HIV Research Section
HIV Vaccine Trial Network (VTN) Leadership Group
(September 1, 1999 - August 31, 2000)

CATEGORY/LINE ITEM	Annual Salary	25% Annual Frin Ben	Total Annua Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
A. PERSONNEL											
1. Sr. Physician Specialist 2232 5 S. Buchbinder	115,884	28,971	144,855	20%	0.20	9,657	10	19,314	4,829	24,143	
Sr. Physician Specialist 2233 4 S. Buchbinder	122,879	30,720	153,599	20%	0.20	10,240	2	4,096	1,024	5,120	
2. Physician Specialist 2230 2 V. Vacant	93,882	23,470	117,352	100%	1.00	7,823	12	93,882	23,470	117,352	
3. COLA (3%)	0	0	0	0%	0.00	0	0	0	0	0	
4. STEP Increases (5%)	0	0	0	0%	0.00	.0	0	110	0	110	
TOTAL SALARY/FRINGE	332,645	83,161	415,806		1.40			117,402	29,323	146,725	

00101 SALARIES	117,402
00103 FRNG BN	29,323
SUB TOTAL	146,725

Atta

Attachment I
Page 2 of 3

C.TRAVEL	
1. Local Travel (02301)	0
2. Out-of-Jurisdiction Travel- $2800 per Wash DC trip X 4 trips (02101)	0
Sub Total TRAVEL	0
D.EQUIPMENT	
1. Computer (06061)	0
Sub Total EQUIPMENT	0
E.MATERIALS AND SUPPLIES	
1. Office supplies (04951)	0
2. Non-Inventoried equipmt (04921)	3,500
3. Clinical supplies (04431)	0
4. Laboratory supplies (04431)	0
Sub Total SUPPLIES	3,500
F.CONTRACTUAL SERVICES (02789)	
1. PHFE	0
2.	0
Sub Total CONTRACTS	0
G.OTHER	
1. Rent support/mtg fac (03011)	0
2. Telephone/Com (03241)	0
3. Postage Stamps(03561)	0
4. Delivery/Courier srvc (03521)	0
5. Reproduction/Photocopy	0
a. Photocopier leasing (03131)	0
b. Photocopier maint (02931)	0
c. Repro srvc (In House)(03551)	0
6. Print/Slide srvc (Outside)(03552)	0
7. Promotion and advertising(03599)	0
8. Staff training (02201)	0
9. Forzen storage facility (03599)	0
10. Meeting Misc. Costs (03599)	0
11. MIS Services (ACE)(02789)	0
12. Client Stipends (02783)	0
13. RV rental	0
14. Parking	0
15. RV maintenance	0
16. SAS Licensing Fees (05221)	0
17. NDI Match (03599)	0
18. Courier/Delivery Service(03521)	0
Sub TOTAL OTHER	0
TOTAL DIRECT COST	150,225

Attachment I
Page 3 of 3

BUDGET SUMMARY

FTE = 1.40

A. SALARIES	117,402
B. MANDATORY FRINGE	29,323
C. TRAVEL	0
D. EQUIPMENT	0
E. MATERIALS AND SUPPLIES	3,500
F. CONTRACT / MOU	0
G. OTHER	0
DIRECT COSTS	150,225
H. INDIRECT COST @16% of total direct cost	24,036
TOTAL BUDGET	174,261
AWARD	174,261
SURPL/(DEFICFIT)	0

File Number: ____________________
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: "HIV Vaccine Trials Network Leadership Group"

2. Department: Public Health, Community Health and Safety Services, HIV Research

3. Contact Person: Billy Pick Telephone: 554-9048

4. Grant Approval Status (check one):

[X] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: $174,261

6a. Matching Funds Required: $0
b. Source(s) of matching funds (if applicable): Not Applicable

7a. Grant Source Agency: Fred Hutchinson Cancer Research Center
b. Grant Pass-Through Agency (if applicable): National Institutes of Health

8. Proposed Grant Project Summary: Dr. Susan Buchbinder, DPH HIV Research Section, will provide clinical trial leadership expertise as the Chair of the Phase II/III Committee for the HIV Vaccine Trials Network Leadership Group. Dr. Buchbinder will direct the performance of the scientific and technical aspects of the work of the Committee, oversee Phase II/III Committee activities, and define and execute the Network's scientific agenda.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date:9/1/99 End-Date: 8/31/00

10. Number of new positions created and funded: One

11. If new positions are created, explain the disposition of employees once the grant ends? : If Department is unable to locate alternative employment for employee, employment will terminate.

12a. Amount budgeted for contractual services:$0

b. Will contractual services be put out to bid? Not Applicable

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? Not Applicable

d. Is this likely to be a one-time or ongoing request for contracting out? Not Applicable

13a. Does the budget include indirect costs? [X] Yes [ ] No

b1. If yes, how much? $ 24,036
b2. How was the amount calculated? (16% of total modified direct costs)

c. If no, why are indirect costs not included? Not Applicable
[ ] Not allowed by granting agency
[ ] To maximize use of grant funds on direct services
[ ] Other (please explain):

14. Any other significant grant requirements or comments:

****Disability Access Checklist*****

15. This Grant is intended for activities at (check all that apply):

[X] Existing Site(s)
[ ] Rehabilitated Site(s)
[ ] New Site(s)
[X] Existing Structure(s)
[ ] Rehabilitated Structure(s)
[ ] New Structure(s)
[X] Existing Program(s) or Service(s)
[ ] New Program(s) or Service(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: ______________________
Norman Nickens, Deputy Director of Health

Date Reviewed: 9/25/00

Department Approval: Mitchell Katz, M.D., Director of Health

Mitch Katz MD
(Signature)

0.80
6/00

City and County of San Francisco
Meeting Minutes
Public Health and Environment Committee

Members: Supervisors Sue Bierman, Amos Brown and Michael Yaki

City Hall
1 Dr. Carlton B.
Goodlett Place
San Francisco, CA
94102-4689

Clerk: Deborah Muccino

October 26, 2000 **1:00 PM** **City Hall, Room 263**

Regular Meeting

Members Present: Sue Bierman, Michael Yaki.

Members Absent: Amos Brown.

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MEETING CONVENED

The meeting convened at 1:08 PM

001751 **[Federal grant funds for Laguna Honda Hospital Power Replacement Project]**

Resolution authorizing the Department of Public Health, Community Health Network, Laguna Honda Hospital, to accept and expend grant funds of $453,098 from the Health Resources and Services Administration (HRSA) for the Laguna Honda Hospital power plant replacement project and to enter into an agreement for the use of those funds. (Public Health Department)

10/4/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this item be calendared at the October 26, 2000 meeting.

Heard in committee. Speaker: Michael Lane, Department of Public Works.

RECOMMENDED.. by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Brown

001791 **[Grant funds will be used to support the first year of a 2-year study of health care among homeless HIV-infected persons]**

Resolution authorizing the Department of Public Health, Central Administration, to accept retroactively and expend a grant in the amount of $101,976 from the University of California Universitywide Aids Research Program (UARP) to study the impact of care coordination on health care access and health status in San Francisco and to enter into an agreement for the use of these funds; providing for ratification of action previously taken. (Public Health Department)

10/11/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

Heard in committee. Speaker: Herminia Palacio, Department of Public Health.

RECOMMENDED.. by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Brown

001440 **[Plastic Beverage Bottles]**

Supervisor Bierman

Resolution urging the City and County of San Francisco to increase the recycling of plastic beverage bottles and promote the use of recycled content in order to meet state mandate AB 939.

8/7/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

10/12/00, AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE. Heard in committee. Speakers: Paul Horcher, Director, Solid Waste Management Program; Andy Putney, S.F. Community Recyclers.

Amendment of the whole bearing new title.

10/12/00, CONTINUED AS AMENDED. Continued to October 26, 2000.

Heard in committee. Speaker: David Osman.

RECOMMENDED by the following vote:

Ayes: 2 - Bierman, Yaki
Absent: 1 - Brown

ADJOURNMENT

The meeting adjourned at 1:14 PM.

[Budget Analyst Report]
Susan Hom
Main Library-Govt. Doc. Section

0.80

/26/00

CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET ANALYST
1390 Market Street, Suite 1025, San Francisco, CA 94102 (415) 554-7642
FAX (415) 252-0461

October 19, 2000

TO: Public Health and Environment Committee

FROM: Budget Analyst

SUBJECT: October 26, 2000 Public Health and Environment Committee Meeting

Item 1 – File 00-1751

Department:	Public Health
Item:	Resolution authorizing the Department of Public Health, Community Health Network, Laguna Honda Hospital, to accept and expend grant funds of $453,098 from the Health Resources and Services Administration (HRSA) for the Laguna Honda Hospital Power Plant Replacement Project and to enter into an agreement for the use of those funds.
Grant Amount:	$453,098
Grant Period:	September 1, 2000 through August 31, 2002 (2 years) – See Comment No. 2
Source of Funds:	Federal Health Resources and Services Administration
Required Match:	None
Indirect Costs:	None

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Description:

To begin construction to replace the Laguna Honda Hospital and Rehabilitation Center, located at 375 Laguna Honda Boulevard, a temporary central plant, which houses the equipment that provides power and heat to Laguna Honda Hospital and Rehabilitation Center, must be installed near the main hospital and the existing central plant demolished. The proposed grant will be used toward the purchase of equipment for the temporary central plant. According to Mr. Michael Lane of the Department of Public Works, the total project cost for the temporary central plant is approximately $5,920,000, which will be funded by General Obligation bonds, which are tentatively scheduled for sale in the Spring of 2001.

The existing central plant needs to be deactivated and demolished because the existing central plant currently occupies the area where the new Laguna Honda Hospital building will be constructed. Therefore, it is necessary to demolish the existing central plant to clear the site for construction of the new Laguna Honda Hospital building, and construct a temporary central plant to serve the existing Laguna Honda Hospital during the construction of the new building. The existing central plant would remain in operation until the temporary plant is constructed. After the temporary plant is constructed, the existing central plant would be deactivated and demolished. The temporary central plant will be in operation until the opening of the new Laguna Honda Hospital building, which is estimated in 2007. The new Laguna Honda Hospital building will incorporate the permanent central plant into its design.

Budget:

The budget, provided by DPH, for the proposed grant funds is as follows:

Equipment	
Steam Boiler	$400,000
Pumps	28,000
Water Feed System	15,000
Contingencies	10,098
TOTAL	**$453,098**

Comments:

1. According to Mr. Lane, the DPH anticipates that the equipment for the temporary central plant will be purchased and installed by the construction company that will be selected to build the Laguna Honda Hospital temporary central plant. Mr. Lane anticipates that the Laguna Honda Hospital temporary central plant project will be put out to competitive bid in the Fall of 2001.

2. To date, none of the subject grant has been accepted or expended. According to Mr. Lane, DPH expects that the equipment for the Laguna Honda Hospital temporary central plant will be purchased by August 31, 2002, which is the end of the grant period. However, Mr. Lane advises that if the funds are not fully expended by August 31, 2002, the DPH will not be penalized by the HRSA, which is the source of the subject grant.

3. The Attachment is DPH's Grant Application Information Form, which includes the Disability Access Checklist.

Recommendation: Approve the proposed resolution.

File Number: ____________________
(Provided by Clerk of Board of Supervisors)

Grant Information Form

(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Laguna Honda Hospital Power Replacement Project

2. Department: Community Health Network; Laguna Honda Hospital

3. Contact Person: Michael Lane Telephone:759-4597

4. Grant Approval Status (check one):

[X] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: $453,098

6a. Matching Funds Required: No
b. Source(s) of matching funds (if applicable): Not Applicable

7a. Grant Source Agency: Health Resources and Services Agency (HRSA)
b. Grant Pass-Through Agency (if applicable): Not Applicable

8. Proposed Grant Project Summary: This grant will be used for construction and equipment of one of two temporary central plants for the Laguna Honda Hospital replacement project. It will provide for site utilities, a portable plant, an emergency generator and a maintenance shop. To begin construction to replace the Laguna Honda Hospital and Rehabilitation Center, two new temporary central power plants must be installed and the existing central plant demolished. The existing power plant will be in operation until the temporary one is built. Once the new central plant is built, the existing power plant can be demolished and construction of the new skilled nursing facility can begin. The temporary central plant will be deactivated once the new facility is occupied.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: August 2000 End-Date: September 2001

10. Number of new positions created and funded: None

11. If new positions are created, explain the disposition of employees once the grant ends?: To be determined. Not Applicable

12a. Amount budgeted for contractual services: None

b. Will contractual services be put out to bid? : Not Applicable

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? Not Applicable

d. Is this likely to be a one-time or ongoing request for contracting out? Not Applicable

13a. Does the budget include indirect costs? [ ] Yes [X] No

b1. If yes, how much? Not Applicable
b2. How was the amount calculated? Not Applicable

c. If no, why are indirect costs not included?
[X] Not allowed by granting agency [ ] To maximize use of grant funds on direct services
[ ] Other (please explain):

Any other significant grant requirements or comments: No.

****Disability Access Checklist*****

15. This Grant is intended for activities at (check all that apply):

[X] Existing Site(s)
[ ] Rehabilitated Site(s)
[ ] New Site(s)

[X] Existing Structure(s)
[ ] Rehabilitated Structure(s)
[X] New Structure(s)

[ ] Existing Program(s) or Service(s)
[ ] New Program(s) or Service(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer:
(Name)
Norman Nickens, Deputy Director

Date Reviewed: 9/18/00

Department Approval: Mitchell H. Katz, M.D. Director of Health
(Name) (Title)

(Signature)

Item 2 – File 00-1791

Department: Public Health

Item: Resolution authorizing the Department of Public Health, Central Administration, to accept retroactively and expend a grant in the amount of $101,976 from the University of California Universitywide AIDS Research Program (UARP) to study the impact of care coordination on health care access and health status in San Francisco and to enter into an agreement for the use of these funds; providing for ratification of action previously taken.

Grant Amount: $101,976

Grant Period: April 1, 2000 through March 31, 2001 (one year)

Source of Funds: Universitywide AIDS Research Program (UARP), University of California

Required Match: None

Indirect Costs: $15,771 (20 percent of personnel costs)

Description: The subject grant would be used to support the first year of a two-year longitudinal study of the impact of care coordination services on health care access and health status among a cohort of marginally housed and homeless HIV-infected persons. Surveys will be administered to approximately 350 HIV-infected individuals and to their case managers/care coordinators. The subject grant is for the one-year period, retroactive from April 1, 2000 through March 31, 2001. The total project would extend for a two-year period from April 1, 2000 through March 31, 2002 (see Comment No. 1).

The UARP has funded the Prospective Evaluation of Care Coordination in San Francisco project by making two separate grant awards. One of the two grant awards is to the City's DPH, which is the subject grant, with Dr. Herminia Palacio of the DPH serving as the Principal Investigator. The second of the two grant awards is to the University of California, San Francisco (UCSF). The DPH and UCSF will work together to complete the Prospective Evaluation of Care Coordination in San Francisco project.

Budget: Attachment I, provided by DPH, contains budget details for the subject grant funds of $101,976.

The subject grant in the amount of $101,976 would support research costs, including the salary and fringe benefit costs for two Civil Service exempt positions at the DPH, for Dr. Palacio as Principal Investigator at 0.10 FTE and Dr. Grant Colfax as Co-investigator at 0.50 FTE. The supplies and expenses portion of the proposed budget would support reimbursement to the community-based service agencies for the time their case managers and/or care coordination providers spend completing survey information, as well as telephone costs and general supplies for the study. The community-based service agencies would be identified as those that employ the case managers/care coordinators that give care to the 350 surveyed individuals.

Comments: 1. According to an agreement between the University of California and the DPH, which would be authorized by the subject resolution, the DPH expects to receive a grant in the amount of $106,706 for the second year of this two-year study for the period from April 1, 2001 through March 31, 2002. Mr. Galen Leung of the DPH anticipates that DPH will submit a resolution to the Board of Supervisors to accept and expend the second year of funding for the study in June of 2001.

2. Dr. Palacio reports that approximately $18,000 has been expended on the subject grant program for ten weeks of salary and related expenses for Dr. Palacio and Dr. Colfax. As noted above, the subject grant period began on April 1, 2000 and the proposed resolution provides for ratification of action previously taken. However, to date, the DPH has not received any of the subject funds. According to Dr. Palacio, DPH's FY 2000-01 General Fund is covering the personnel expenses for the study until the subject grant funds are received by DPH. Ms. Lourdes DeMattos of the UARP states that the DPH can expect to receive the subject funds by mid-November of 2000, which

can then be used to reimburse DPH's expenditures to date.

3. Dr. Palacio reports that the two grant-funded positions requiring 0.6 FTEs at DPH are not likely to terminate if the subject grant is not renewed because the two positions are permanent DPH positions which pre-date the subject grant. The DPH's General Fund would continue to cover personnel expenses for Dr. Palacio and Dr. Colfax if the subject grant is not renewed.

4. Attachment II is DPH's Grant Application Information Form, which includes the Disability Access Checklist.

Recommendation: Approve the proposed resolution.

Harvey M. Rose

cc: Supervisor Bierman
Supervisor Brown
Supervisor Yaki
Clerk of the Board
Controller
Stephen Kawa

Attachment I

EXHIBIT A

University of California
Universitywide AIDS Research Program

Award Notice

Principal Investigator: Herminia Palacio
Institution: San Francisco Department of Public Health
Project Title: Prospective Outcome Evaluation of Care Coordination in San Francisco
Award #: CT00-SFDPH-002

This award notice for period: April 1, 2000 – March 31, 2001

Approved Budget:

Personnel (Salaries, Wages, Benefits)	78,855
Consultant/Contract	0
Supplies and Expenses	6,950
Equipment	0
Travel - Annual Meeting	400
Travel - Project-Related	0
Travel - Scientific Meetings	0
Indirect Costs	15,771
TOTAL:	101,976

Anticipated award for FY 2001-2002 $106,706.

Obligations:

1. Inform UARP if you receive funds for related research from any other source
2. Submission of abstract and attendance at Annual Investigator's Meeting
3. Submission of Annual Progress and Fiscal Reports
4. Management of grant according to UARP Policies and Procedures
5. Participation in UARP research network meetings.

Refer to the Universitywide AIDS Research Program Guide to Policies and Procedures for specific policies governing the administration of this award. Direct any questions to the Universitywide AIDS Research Program Office, 300 Lakeside Drive, 6th Floor, Oakland, CA 94612-3550, Phone (510) 987-9855.

Charles L. Gruder

Charles L. Gruder
Executive Director
Special Research Programs

FOR USE BY ACCOUNTING OFFICE ONLY (Please note the fund number)
HOLDING ACCOUNT NUMBER: 447661 FUND NUMBER: 18960
INDIVIDUAL ACCOUNTS ASSIGNED BY CAMPUS ACCOUNTING OFFICE

cc: Principal Investigator

03/13/2000

File Number: ____________________
(Provided by Clerk of Board of Supervisors)

Attachment II
Page 1 of 2

Grant Information Form
(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Prospective Evaluation of Care Coordination in San Francisco

2. Department: Public Health

3. Contact Person: Herminia Palacio, M.D., M.P.H. Telephone: 554-2601

4. Grant Approval Status (check one):

[X] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: $101,976

6a. Matching Funds Required: $0
b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: Universitywide AIDS Research Program, University of California

b. Grant Pass-Through Agency (if applicable): DHS, State Office of AIDS

8. Proposed Grant Project Summary: This funding will be used to support the first year of a two-year longitudinal study of the impact of care coordination services on health care access and health status among a cohort of marginally housed and homeless HIV-infected persons. Surveys will be administered to HIV-infected individuals and to their case managers/care coordinators. The FY 01 grant period is from April 1, 2000 to March 31, 2001 (total grant period from April 1, 2000 to March 31, 2002).

The UARP has funded this multi-institution collaborative research project by making 2 separate awards: one to the San Francisco Department of Public Health (DPH), with Dr. Herminia Palacio serving as Principal Investigator, and one to the University of California, San Francisco, with Dr. David Bangsberg serving as Principal Investigator. The DPH award in the amount of $101,976, will support FY 01 research costs, including investigator salary support for Dr. Herminia Palacio (10% effort), Dr. Grant Colfax (Co-investigator, 50% effort), and Dr. Rani Marx (Co-investigator, 5% effort). The funding will also support reimbursement to community-based service agencies for the time their case managers and/or care coordination providers spend completing survey information, as well as telephone costs and general supplies for the study.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: 4/1/00 End-Date: 3/31/02 (2 years)

10. Number of new positions created and funded: None

11. If new positions are created, explain the disposition of employees once the grant ends? : N/A

12a. Amount budgeted for contractual services: None

b. Will contractual services be put out to bid? ; N/A

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? : N/A

d. Is this likely to be a one-time or ongoing request for contracting out? : N/A

13a. Does the budget include indirect costs? [X] Yes [ ] No

b1. If yes, how much? $15,771
b2. How was the amount calculated? 20% of Salaries

c. If no, why are indirect costs not included? : N/A
[ ] Not allowed by granting agency
[ ] To maximize use of grant funds on direct services
[ ] Other (please explain):

14. Any other significant grant requirements or comments:

****Disability Access Checklist*****

15. This Grant is intended for activities at (check all that apply):

[X] Existing Site(s)
[X] Rehabilitated Site(s)
[X] New Site(s)
[X] Existing Structure(s)
[X] Rehabilitated Structure(s)
[X] New Structure(s)
[X] Existing Program(s) or Service(s)
[X] New Program(s) or Service(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: ______________________
(Name)
Norman Nickens, Deputy Director

Date Reviewed: ______________

Department Approval: Mitchell H. Katz, M.D. Director of Health
(Name) (Title)

____
(Signature)

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/23/00
Cancelled

BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 544-5227

2

NOTICE OF CANCELLED MEETING

PUBLIC HEALTH AND ENVIRONMENT COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

NOTICE IS HEREBY GIVEN that the next two regular meetings of the Public Health and Environment Committee scheduled for Thursday, November 9, 2000 and Thursday November 23, 2000 at 1:00 PM at 1 Dr. Carlton B. Goodlett Place, Room 263, City Hall, San Francisco, California, have been **cancelled**.

Gloria L. Young, Clerk of the Board

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PUBLIC HEALTH AND ENVIRONMENT COMMITTEE
S.F. BOARD OF SUPERVISORS
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SAN FRANCISCO, CA 94102-4689

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City and County of San Francisco
Meeting Minutes
Public Health and Environment Committee

Members: Supervisors Sue Bierman, Amos Brown and Michael Yaki

Clerk: Deborah Muccino

City Hall
1 Dr. Carlton B.
Goodlett Place
San Francisco, CA
94102-4689

Thursday, December 14, 2000 **1:00 PM** **City Hall, Room 263**

Regular Meeting

Members Present: Sue Bierman.

Members Absent: Amos Brown, Michael Yaki.

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MEETING CONVENED

The meeting convened at 1:02 pm and was recessed at 1:03 pm due to lack of quorum.

001584 **[Grant funds for viral hepatitis prevention integration]**

Supervisors Leno, Newsom

Resolution authorizing the Department of Public Health, Community Health Epidemiology and Disease Control, to accept retroactively and expend grant funds of $174,841 from the Centers for Disease Control and Prevention to integrate viral hepatitis prevention into existing prevention services using a multi-infection prevention approach, and to enter into an agreement for the use of these funds; providing for ratification of action previously taken. (Public Health Department)

11/21/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

The meeting was recessed to December 18, 2000 at 1:00 p.m.

MEETING RECESSED.

002093 **[Grant from the Federal Center for Substance Abuse Treatment to assist HIV infected urban poor]**

Supervisors Leno, Newsom

Resolution authorizing the Department of Public Health, Community Substance Abuse Services and Housing and Urban Health, to accept retroactively and expend first year grant funds of $496,520 from the Center for Substance Abuse Treatment (CSAT) for Action Point-II HIV Treatment Capacity Expansion and to enter into an agreement which includes a rights in data clause, for the use of these funds; providing for ratification of action previously taken. (Public Health Department)

11/28/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this item be scheduled for the December 14, 2000 meeting.

The meeting was recessed to December 18, 2000 at 1:00 p.m.

MEETING RECESSED.

001628 **[Hospital and Nursing Home Discharge Planning Task Force]**

Supervisors Bierman, Leno

Resolution establishing a Hospital and Nursing Home Discharge Planning Task Force in relation to seniors and people with disabilities to make policy recommendations to the Mayor and Board of Supervisors, to promote coordination among relevant agencies and setting forth the membership and duties of the Task Force.

9/18/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

The meeting was recessed to December 18, 2000 at 1:00 p.m.

MEETING RECESSED.

[Budget Analyst Report]
Susan Hom
Main Library-Govt. Doc. Section

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CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET ANALYST

1390 Market Street, Suite 1025, San Francisco, CA 94102 (415) 554-7642
FAX (415) 252-0461

December 11, 2000

TO: Public Health and Environment Committee

FROM: Budget Analyst

SUBJECT: December 14, 2000 Public Health and Environment Committee Meeting

Item 1 – File 00-1584

Department: Public Health

Item: Resolution authorizing the Department of Public Health, Community Health Epidemiology and Disease Control, to accept retroactively and expend grant funds of $174,841 from the Centers for Disease Control and Prevention to integrate viral hepatitis prevention into existing prevention services using a multi-infection prevention approach, and to enter into an agreement for the use of these funds; providing for ratification of action previously taken.

Amount: $174,841

Grant Period: September 30, 2000 through September 29, 2001 (approximately one year)

Source of Funds: Federal Department of Health and Human Services, Centers for Disease Control and Prevention

Required Match: None (see Comment No. 2)

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Indirect Costs: $13,143

Budget: The summary budget for the subject program, provided by the DPH, is as follows:

Salaries	$ 53,713
Fringe Benefits (28% of salaries)	15,040
Travel	3,000
Materials and Supplies	3,000
Contractual Services*	77,945
Printing	7,000
Staff Training	2,000
Total Direct Costs	$161,698
Indirect Costs @ approximately 16 percent of total modified direct costs of $83,753, which are total direct costs of $161,698 less contractual services of $77,945.	13,143
TOTAL PROJECT COST	**$174,841**

*Contractual services would be provided on a sole-source basis by the San Francisco General Hospital (SFGH). Contractual services costs include (1) $22,000 for .5 FTE equivalent Administrative Assistant position hired by University of California, San Francisco (UCSF), (2) $13,865 for .25 FTE Laboratory Assistant position at DPH, and (3) $42,080 for laboratory supplies, which include Hepatitis C test kits.

Attachment I, provided by the DPH, provides details to support the summary budget above.

Description: The proposed resolution authorizes the DPH to accept and expend a grant in the amount of $174,841 from the Federal Department of Health and Human Services, Centers for Disease Control and Prevention. The subject grant would be the first year of a three year grant to fund a viral hepatitis prevention program that will develop and disseminate hepatitis prevention and educational materials to at-risk clients, particularly injection drug users, and their health services providers, including Community Substance Abuse Services, the City's Jail Health Services, and SFGH's HIV Assessment and Prevention Services (HAPS), Take 5! Study, which is an existing counseling and testing randomized controlled trial being conducted at SFGH and managed by UCSF staff.

The subject grant will fund the following program components: (1) development and distribution of client educational materials, (2) development and distribution of provider educational materials, (3) counseling and testing at the City's Jail Health Services, (4) expansion of SFGH's HAPS, Take 5! Study, and (5) development of vaccination cost-effectiveness models.

Comments:

1. Dr. Tomas Aragon of the DPH reports that the subject grant would fund one new FTE Health Program Coordinator position at DPH and an existing .25 FTE Laboratory Assistant position at DPH. According to Dr. Aragon, the DPH expects to hire the Health Program Coordinator by the end of January of 2001. The subject project will begin as soon as the Health Program Coordinator position is filled. As stated in the proposed resolution, the new Health Program Coordinator position would be designated "G", or grant-funded. The position would terminate when the grant expired if the DPH is unable to secure additional grant funds. However, according to Ms. Lorna Garrido of the DPH, the .25 FTE Laboratory Assistant position would not expire if additional grant funds are not secured by DPH. Instead, the Department proposes to cover such personnel costs with funds from DPH's annual General Fund allocation in the event that the Department is not able to secure grant funds from sources other than the subject funding source. The subject grant would also fund a .5 FTE equivalent Administrative Assistant position, hired by UCSF, to work on the HAPS, Take 5! Study at SFGH. This position would be considered part of the contractual services expense, as noted in the summary budget on the previous page. The UCSF would be responsible for determining whether this Administrative Assistant position would expire if the DPH is unable to secure additional grant funds.

2. Although matching funds are shown as required in Attachment II, according to Dr. Aragon, matching funds are not required for the subject grant. However, Dr. Aragon states that the DPH will provide an in-kind

contribution in the amount of $48,619 for the work of .10 FTE Supervising Senior Physician Specialist, two .10 FTE Physician Specialists, and .10 FTE Epidemiologist II. According to Dr. Aragon, these DPH personnel will be responsible for project management and program evaluation of the viral hepatitis prevention services program. This in-kind contribution for DPH personnel costs have already been appropriated in DPH's FY 2000-2001 General Fund budget.

3. Dr. Aragon advises that the subject grant has been accepted by DPH, and therefore the proposed resolution provides for retroactive acceptance of these grant funds. However, to date, none of the subject grant funds have been expended by the DPH. According to Dr. Aragon, the program is expected to begin by the end of January of 2001 and would continue through the end of September of 2001.

4. Dr. Aragon states that the DPH will not be penalized by the Federal Department of Health and Human Services, Centers for Disease Control and Prevention, the granting agency, if the entire amount of subject grant funds, $174,841, are not expended by September 29, 2001, which is the end of the subject grant period. However, there is a risk that the amount of funds given to the City for the second year of the grant could be decreased if the first year's grant amount is not fully expended by the end of the subject grant period. Furthermore, according to Dr. Aragon, the project would terminate if the subject grant is not renewed one year from now.

5. Attachment II is DPH's Grant Application Information Form, which includes the Disability Access Checklist.

6. The proposed resolution contains a provision that authorizes the Director of DPH to enter into similar agreements with the Centers for Disease Control if the grant recurs or is renewed, without first obtaining Board of Supervisors approval.

Recommendation: Approval of the proposed resolution is a policy matter for the Board of Supervisors because (1) this resolution would authorize the Director of DPH to enter into future agreements, similar to the subject agreement, if the grant recurs or is renewed, without obtaining subsequent approval by the Board of Supervisors, and (2) the Department intends to cover personnel costs associated with the subject grant with DPH's General Fund allocation, if additional grant funds are not secured by DPH.

San Francisco Department of Public Health
Community Health Epidemiology and Disease Control

INTEGRATION OF VIRAL HEPATITIS PREVENTION SERVICES INTO EXISTING PREVENTION PROGRAMS
BUDGET JUSTIFICATION
(September 30, 2000 – September 29, 2001)

A. SALARIES
B. MANDATORY FRINGE

1. 0.10 (In Kind) 2232 – Supervising Senior Physician Specialist: T. Aragon
Project Director
Annual Salary $0
Mandatory Fringe Benefits @ 25% $0 $ 0

This position will be primarily responsible for the oversight of the project.

2. 0.10 (In Kind) 2230 – Physician Specialist: S. Fernyak
Co-Investigator
Annual Salary $0
Mandatory Fringe Benefits @ 25% $0 $ 0

This position will be primarily responsible for the cost-effectiveness analyses of the program.

3. 0.10 (In Kind) – Physician Specialist: D. Bangsberg
Co-Investigator
Annual Salary $0
Mandatory Fringe Benefits @ 25% $0 $ 0

This position will be primarily responsible for the HAPS Take 5! Study.

4. 0.10 (In Kind) 2803 – Epidemiologist II: S. Lea
Co-Investigator
Annual Salary $0
Mandatory Fringe Benefits @ 25% $0 $ 0

This position will be responsible for directing the program evaluation.

5. 1.00 2589 – Health Program Coordinator I: Vacant
Project Coordinator
Annual Salary $53,714
Mandatory Fringe Benefits @ 28% $15,039 $ 68,753

This Project Coordinator position will be responsible for (1) distributing all educational materials, (2) maintaining counseling materials, (3) coordinating program evaluation with Co-Investigator, (4) analyzing hepatitis surveillance data to guide activities, (5) assisting in the design of the program evaluation, and (6) analyzing the data collected for the program evaluation.

Total Personnel:

Total Salaries	$ 53,714
Total Mandatory Fringe	$ 15,039
TOTAL PERSONNEL	$ 68,753

C. CONSULTANT COSTS	$ 0
D. EQUIPMENT	$ 0

E. SUPPLIES

1. Office Supplies	$ 0	
2. Non-inventoried equipment The funds will be used to purchase two (2) computers for staff.	$3,000	
TOTAL SUPPLIES		$3,000

F. TRAVEL

1. Local Travel	$ 0
2. Out of State Travel	$ 3,000

The funds will be used for staff travel to CDC, in Atlanta, GA, to attend the CDC conference.

1 trip x 1 person x $2,500 r/t airfare	$ 2,500
3 night's lodging x $102/night x 1 person	306
3 days per diem x $38/day x 1 person	114
Ground Transportation for 1 person	80

TOTAL TRAVEL $ 3,000

G. OTHER

1. Reproduction services – In House $ 7,000

The funds will be used to make copies of client educational and provider educational materials. These materials will be distributed to at-risk populations and to providers at all program sites.

2. Staff training $ 2,000

The funds will be used to provide training to counselors training to ensure the quality and consistency of the counseling interventions.

TOTAL OTHER EXPENSES $ 9,000

H. CONTRACTUAL SERVICES

Contractor:	San Francisco General Hospital (SFGH) HIV Assessment & Prevention Services (HAPS) Take 5!
Method of Selection:	Sole Source The SFGH HAPS Take 5! Study is the only funded and IRB-approved UCSF randomized controlled study specifically addressing the integration of hepatitis counseling and testing into existing HIV counseling and testing services. Even though the research is being conducted by UCSF faculty, SFGH is part of the Community Health Network of the SF Department of Public Health and is a key site for integrating services.
Period of Performance:	September 30, 2000 – September 29, 2001
Scope of Work:	The administrative assistant will provide administrative support to the SFGH HAPS Take 5! Study which is a randomized control trial to assess whether multi-infection testing (HIV, HBV, HCV, gonorrhea, and chlamydia) and tailored counseling in high-risk populations reduces high-risk behavior and/or infection rates when compared to routine HIV counseling and testing. The administrative assistant will free up counselors from administrative tasks to conduct more subject recruitment into this important study. The result of this assistance will help to ensure subject enrollment and improve the validity and generalizability of this important study. The deliverables are the following: - completed study results summarized for dissemination or publication - adaptation of results to guide integration at other sites - availability of counseling and testing protocols and educational materials for adaptation by other health departments working on integration
Method of Accountability:	The Project Director, Dr. Tomas Aragon, will monitor the progress and performance of the MOU. The criteria for monitoring are the completion or availability of the deliverables described in the scope of work.

Itemized Budget:

Personnel	% of Time	Annual Salary	Fringe @ 25%	Total
Administrative Assistant	50%	$17,600	$4,400	$22,000

The administrative assistant will assist in the implementation of all aspects of the integration project. This person will be the key assistant working on adapting the HAPS Take 5! protocols and results for use by the Jail Health Services Counseling and Testing services. By basing this person at San Francisco General Hospital HAPS, we will be able to more efficiently use existing counselors' time to enroll additional subjects into the expanded Take 5! Study.

Total Contract	$ 22,000

Contractor:	San Francisco Department of Public Health (SFPDH) Laboratory
Method of Selection:	Sole Source The SFDPH Laboratory has over 5 years experience in Hepatitis C serological testing. The laboratory has proven it can provide timely and accurate data for this service. In addition, this laboratory performs a wide variety of high complexity serology services including HIV, HBV (surface and core) and Herpes. As a support service for the Department, the Public Health Laboratory can provide this service in a cost-effective manner.
Period of Performance:	September 30, 2000 – September 29, 2001
Scope of Work:	Hepatitis C screening will be done on 5,000 blood specimens. These specimens will be checked for specimen integrity, labeled and specimen identifies entered into the Laboratory IS. The samples will be centrifuged to collect serum, which will be labeled and refrigerated until analyzed. All serum samples will be initially screening with the latest version of EIA methodology. Any samples Reactive on initial screen will be re-tested in duplicate. Results will be recorded into the LIS and reported to the provider. Remaining serum sample will be frozen.

Method of Accountability:	Reports of final results will be sent to the clinic manager or designee. These can be sent electronically, faxed and/or hard copy. The principal investigator will be responsible for supervising the contract requirements. In addition, results of the HCV proficiency-testing module, in which the laboratory is enrolled, will be sent to the principal investigator.

Itemized Budget:

Personnel	% of Time	Annual Salary	Fringe @ 25%	Total
Laboratory Assistant	25%	$10,414	$2,603	$13,017
COLA (3%)				312
STEP Increase (5%)				536
		Total Personnel		$13,865

The laboratory assistant will process and prepare specimens for testing. The principal duties include logging-in and labeling specimens, validating specimen requisition/report forms, separating serum from blood clot by centrifugation, monitoring laboratory equipment for quality assurance purposes, mailing reports, and maintaining report files and quality control records.

Supplies:			
100 test/kit @ $642/kit for 21 kits	$ 13,482		
Ancillary supplies	$ 28,598		
	Total Supplies	$ 42,080	

The funds will be used to purchase Hepatitis C test kits (HCV 2.0) and additional supplies as needed.

Total Contract	$ 55,945
TOTAL CONTRACTUAL SERVICES	$ 77,945
I. TOTAL DIRECT COST	$161,698
J. INDIRECT COST [16% of $83,753 (Total Modified Direct Cost)]	$ 13,143
TOTAL BUDGET	$174,841

File Number: ______________________
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: "Integration of Viral Hepatitis Prevention Services into Existing Prevention Programs"

2. Department: Population Health and Prevention, Community Health and Safety Services, Community Health Epidemiology and Disease Control

3. Contact Person: Tomas Aragon, M.D., Dr. P.H. Telephone: 554-9494

4. Grant Approval Status (check one):

[x] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: $334,926; $174,841 awarded

6a. Matching Funds Required: $48,619
b. Source(s) of matching funds (if applicable): General Fund for in-kind salaries

7a. Grant Source Agency: Department of Health and Human Services, Public Health Service, Centers for Disease Control and Prevention

b. Grant Pass-Through Agency (if applicable): N/A

8. Proposed Grant Project Summary: This grant proposes the development, implementation, and evaluation of five modules for the integration of hepatitis prevention into existing prevention services, consistent with the CDC recommendations on the prevention and control of hepatitis A, B, and C, and from a multi-infection prevention approach.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: September 30, 2000 End-Date: September 29, 2001

10. Number of new positions created and funded: One

11. If new positions are created, explain the disposition of employees once the grant ends?
Department will try to locate another grant funding source for position. If Department is not successful in finding new funding source, employment will terminate.

12a. Amount budgeted for contractual services: $77,945

b. Will contractual services be put out to bid? No, there will be two sole-source MOUs.

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A

d. Is this likely to be a one-time or ongoing request for contracting out? On-going for three years.

13a. Does the budget include indirect costs? [x] Yes [ ] No

b1. If yes, how much? $13,143

b2. How was the amount calculated? Approximately 16% of Total Modified Direct Costs

c. If no, why are indirect costs not included?
[ ] Not allowed by granting agency [ ] To maximize use of grant funds on direct services
[ ] Other (please explain):

14. Any other significant grant requirements or comments:

****Disability Access Checklist*****

15. This Grant is intended for activities at (check all that apply):

[x] Existing Site(s)
[ ] Rehabilitated Site(s)
[ ] New Site(s)
[x] Existing Structure(s)
[ ] Rehabilitated Structure(s)
[ ] New Structure(s)
[x] Existing Program(s) or Service(s)
[ ] New Program(s) or Service(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: Norm Nickens
Norman Nickens
Deputy Director

Date Reviewed: 11/1/00

Department Approval:

Mitchell Katz, M.D. Director of Public Health

Item 2 – File 00-2093

Department: Department of Public Health (DPH)
Community Substance Abuse Services
Housing and Urban Health

Item: Resolution authorizing the Department of Public Health's Community Substance Abuse Services and Housing and Urban Health Divisions, to accept retroactively and expend grant funds in the amount of $496,520 from the Center for Substance Abuse Treatment (CSAT) for Action Point-II HIV Treatment Capacity Expansion and to enter into an agreement which includes a rights in data clause, for the use of these funds.

Source of Funds: U.S. Department of Health and Human Services, Center for Substance Abuse Treatment (CSAT), Substance Abuse and Mental Health Services Administration (SAMHSA) (See Comment 1)

Grant Amount: $496,520

Grant Period: October 1, 2000 through September 30, 2001 (one year)

Required Match: None

Indirect Costs: $12,110 (2.5% of the direct grant costs of $484,410)

Description: The subject grant would be used to expand the treatment capacity of the Action Point Adherence Project, creating a second, or Action Point II site in the Bayview/Hunter's Point District. Currently, there is an Action Point site in the South of Market District on 6th Street and Mission. Action Point is a medication adherence support program that assists HIV infected urban poor individuals to adhere to antiretroviral medications. In addition to medication storage and dispensing, the Action Point II staff would provide case management, nursing management and advocacy, treatment advocacy, substance abuse counseling, housing support and referral to psychiatric services for Action Point II participants.

According to Dr. Joshua Bamberger, Medical Director of the Housing and Urban Health Division of the DPH, the

DPH will award a contract to the Institute for Community Health Outreach (ICHO), a nonprofit organization, to provide the medication adherence support program and case management for Action Point II participants. ICHO is located at 4716 3rd Street in the Bayview/Hunter's Point District. According to Dr. Bamberger, the DPH entered into a sole source contract with ICHO to provide these services because ICHO was the only Bayview/Hunter's Point nonprofit that was both interested in and qualified to participate in the Action Point II program and was therefore included as a partner in the original application for the subject grant. Dr. Bamberger states that ICHO trains Community Health Outreach Workers and Case Managers as well as provides HIV testing, counseling, case management and family support groups under ICHO's Nia program. According to Dr. Bamberger, the contract with ICHO is for one year with the expectation that the contract would be renewed if the subject grant is renewed, as Dr. Bamberger expects. The contract with the ICHO would support a Treatment Advocate, a Case Manager, and the ICHO/Nia Project Director (also known as the Executive Director of ICHO) as well as program-related operations and rent.

The proposed Action Point II would require the following DPH staff: two 0.05 Full Time Equivalent (FTE) Co-Principal Investigators, one 0.2 FTE Co-Principal Investigator Medical Director, one FTE Project Coordinator/Evaluator, one FTE Substance Abuse Counselor and one FTE Registered Nurse, for a total of 3.3 FTE employees. Dr. Bamberger advises that the Co-Principal Investigators' annual salaries and benefits would be an in-kind contribution (not required by the grant) and that the Project Coordinator/Evaluator, the Substance Abuse Counselor and the Registered Nurse positions would be created and funded under the subject grant. According to Dr. Bamberger, the Substance Abuse Counselor and the Registered Nurse would work with Action II participants at the ICHO location, while the Project Coordinator/Evaluator would be located at the DPH office on Grove Street. Dr. Bamberger further advises that positions created under the subject grant would be coded "G" for grant-funded, as indicated in the proposed resolution, and would terminate if the subject grant is not renewed.

Funding from the subject grant would also support 40 methadone maintenance slots for Action Point II clients who need help managing their heroin addiction. According to Dr. Bamberger, the methadone maintenance site is located at Ward 93 of San Francisco General Hospital.

As part of the subject grant agreement between the DPH and CSAT, the DPH agrees to grant a royalty-free, nonexclusive and irrevocable license for use of the data developed under this subject grant to CSAT to reproduce, publish or otherwise use the data. Dr. Bamberger advises that the data generated under the subject grant would include Action Point II participant outcomes, measured at baseline and at 6 and 12 months. Dr. Bamberger further states that the participant names would be confidential and not sent to CSAT as part of the data sharing agreement.

Budget:

A summary budget for the proposed grant funds to expand the Action Point Program is as follows:

Salaries and Fringe Benefits	$ 186,380
Supplies	170,550
Travel	5,680
Subtotal DPH	**$362,610**
Indirect Costs	12,110
Contract Services	
Personnel	68,149
Materials, Equipment and Rent	53,651
Subtotal	**$ 133,910**
Total CSAT	**$496,520**

Attachment I, provided by DPH, contains budget details to support the summary budget.

Comments:

1. CSAT is a part of the Substance Abuse and Mental Health Services Administration (SAMHSA) of the U.S. Department of Health and Human Services. CSAT's

mission is to improve the lives of individuals and families affected by alcohol and drug abuse by ensuring access to clinically sound, cost-effective addiction treatment that reduces the health and social costs to communities and the nation.

2. Ms. Lucille Burlew-Lawler from the DPH states that DPH has accepted the subject grant monies but has not expended the subject grant funds. Therefore, the proposed resolution authorizes the DPH to retroactively accept the subject grant funds.

3. The proposed resolution contains a provision that authorizes the Director of Health to enter into similar agreements with CSAT if the grant recurs or is renewed without seeking subsequent approval from the Board of Supervisors for each renewal. Dr. Bamberger advises that CSAT indicated that they would fund the proposed Action Point II for a total of three years and that the subject grant in the amount of $496,520 is for the first year of operation. Dr. Bamberger further advises that in order for DPH to receive the funding for years two and three for the proposed project, DPH must submit a noncompetitive reapplication to CSAT. According to Dr. Bamberger, the grant amounts for year two is $492,317 and for year three is $492,317, for a total of $1,481,154 over the three-year period. Dr. Bamberger advises that the funding in years two and three would be used to continue the proposed project. Attachment II, provided by the DPH, is a copy of the Notice of Grant Award, which highlights the program expenses for year one of the proposed Action Point II and indicates the intended funding amounts for years two and three of the Action Point II program.

4. Dr. Bamberger states that the subject grant funds would be used to support 70 Action Point II clients, in which approximately 40 Action Point II clients would receive both medication/case management support as well as methadone maintenance support, and approximately 30 Action Point II clients would receive medication/case management support only.

5. Attachment III is the Department of Public Health's Grant Application Information Form, which includes the Disability Access Checklist.

Recommendation: Approval of the proposed resolution is a policy matter for the Board of Supervisors since this resolution authorizes the Director of Health to enter into future agreements, similar to the subject grant agreement with CSAT, if the grant recurs or is renewed, without obtaining subsequent approval by the Board of Supervisors, and as noted above, in Comment No. 3, CSAT intends to continue funding the subject grant for an additional two years.

Harvey M. Rose

cc: Supervisor Bierman
Supervisor Brown
Supervisor Yaki
Clerk of the Board
Controller
Stephen Kawa

ection F: Budget Justificatioin/Existing Resources/Other Support

						Joshua Bamberger, MD, MPH 355-44-6833		
IP Nia/ Action Point Project Budget								
			Year 1					
			FTE	Biweekly	Fringe (@23%)	Annual Fringe)	# months	Annual + Fringe
. Personnel	Department of Public Health							
	Co-Principal Investigator Phyllis Harding, RN		0.05					In-kind
	Co-Principal Investigator David Hersh, MD		0.05					In-kind
	Co-Principal Investigator Medical Director Joshua Bamberger, MD, MPH		0.2					In-kind
	Project Coordinator/Evaluator-2591		1	$ 2,069	$ 476	$ 12,373		$ 66,167
	Substance Abuse Counselor HW III		1	$ 1,490	$ 343	$ 8,910		47,650.20
	Nurse-2320		1	$ 2,269	$ 522	$ 13,569		$ 72,563
	Sub-total- DPH Staff					$ 34,851		$ 186,379
. Supplies								Annual Cost
		Cost per slot/year		# slots				
	Methadone Treatment	$ 5,600		40			9	$ 168,000
	Office Suplies- paper, copies, etc.							$ 500
	1 PC Compatable Computers for data collection, analysis and reports							$ 2,050
. Travel								
	2 Trips to SAMHSA for 2 attendees							$ 5,680
	700 x 4 for airfare = 2800 + per diem @ $120 x 4 x 6 days = 2,880							
	Subtotal- DPH							$ 362,609

			FTE	Biweekly	Fringe (@23%)	Annual Fringe		Annual + Fringe
D. Contract								
ICHO/Nia Project Subcontract								
	Staff							
	ICHO/Nia Project Director		0.05	$ 115	26.45	$ 688		$ 3,678
	Case Manager		0.8	$ 960	220.80	$ 5,741		$ 30,701
	Treament advocate		0.8	$ 960	220.80	$ 5,741		$ 30,701
	Indirect (5%)							$ 3,070
	Sub-total- Staff					$ 12,169		$ 68,149
	Materials							Annual Cost
	Rent $800/month x 12 months							$ 9,600
	Stipends 50 clients @ $10/week for 52 weeks							$ 26,000
	3 PC Compatable Computers for data collection, analysis and reports							$ 6,150
	Office supplies							$ 4,698
	Phone							$ 1,103
	Alphanumeric pagers (100 pagers at $40/pager = 4000							$ 4,000
	Medi-Sets for antiretroviral medication (70 clients x $3 x 20/year = 2100							$ 2,100
	Subtotal- Materials and travel							$ 53,651
	Total Sub-contract							$ 121,800
Total Direct Costs								$ 484,410
Indirect (2.5%)								$ 12,110
	Total							$ 496,520

Attachment II

DEPARTMENT OF HEALTH AND HUMAN SERVICES
PUBLIC HEALTH SERVICE
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION

NOTICE OF GRANT AWARD

AUTHORIZATION (Legislation/Regulation)
SECTION 501(D)(5) PHS ACT, AS
AMENDED (42USC 290AA)
AWARDED BY CSAT

DATE ISSUED (Mo./Day/Yr.) 09/22/00

2. CFDA NO. 93.230

SUPERSEDES AWARD NOTICE dated / / except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.

GRANT NO. 1 H79 TI12667-01

Formerly:

5. ADMINISTRATIVE CODES TI-H79 / TC-HIV

PROJECT PERIOD Mo./Day/Yr. From 09/30/00 Through Mo./Day/Yr. 09/29/03

BUDGET PERIOD Mo./Day/Yr. From 09/30/00 Through Mo./Day/Yr. 09/29/01

TITLE OF PROJECT (OR PROGRAM) (Limit to 56 spaces)
TCE/HIV-ACTION POINT/ BVHP

GRANTEE NAME AND ADDRESS
a. CITY & COUNTY SAN FRANCISCO
b. DEPT OF PUBLIC HEALTH
c. 101 GROVE,ROOM 307, 4TH FLOOR
d. SAN FRANCISCO e. CA f. 94103

10. DIRECTOR OF PROJECT (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) (LAST NAME FIRST AND ADDRES
BAMBERGER, JOSH
SAN FRANCISCO DEPT PUB HLTH
1380 HOWARD ST, 4TH FLOOR
SAN FRANCISCO, CA 94103

APPROVED BUDGET (Excludes PHS Direct Assistance)

I PHS Grant Funds Only
II Total project costs including grant funds and all other financial participation (Select one and place NUMERAL in box.) I

a. Salaries and Wages	$	108,310
b. Fringe Benefits	$	32,520
c. Total Personnel Costs	$	140,830
d. Consultant Costs		0
e. Equipment		0
f. Supplies		2,550
g. Travel		5,680
h. Patient Care—Inpatient		0
—Outpatient		0
Alterations and Renovations		0
k. Other		224,001
Consortium/Contractual Costs		111,349
n. Trainee Related Expenses		0
Trainee Stipends		0
Trainee Tuition and Fees		0
Trainee Travel		0
TOTAL DIRECT COSTS →	$	484,410
INDIRECT COSTS (Rate % of S&W/TADC)	$	12,110
TOTAL APPROVED BUDGET	$	496,520
SBIR Fee	$	
Federal Share	$	496,520
Non-Federal Share	$	

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE

a. Amount of PHS Financial Assistance (from item 11.u.)	$	496,520
b. Less Unobligated Balance From Prior Budget Periods	$	0
c. Less Cumulative Prior Award(s) This Budget Period	$	
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	$	496,52

13. RECOMMENDED FUTURE SUPPORT (SUBJECT TO THE AVAILABILITY OF FUNDS AND SATISFACTORY PROGRESS OF THE PROJECT):

YEAR	TOTAL DIRECT COSTS / STIPENDS	YEAR	TOTAL DIRECT COSTS / STIPENDS
a. 02	492,317	d.	
b. 03	492,317	e.	
c.	N/A	f.	

14. APPROVED DIRECT ASSISTANCE BUDGET (IN LIEU OF CASH):

a. Amount of PHS Direct Assistance	$	
b. Less Unobligated Balance From Prior Budget Periods	$	
c. Less Cumulative Prior Award(s) This Budget Period	$	
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	$	N/A

15. PROGRAM INCOME SUBJECT TO 45 CFR PART 74, SUBPART F, OR 45 CFR 92.25, SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: (Select One and Place LETTER in box.)
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add/Deduct Option)
e. OTHER (See REMARKS)
B

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE PHS ON THE ABOVE TITLED PROJECT AND IS SU TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation cited above. b. The grant program regulation cited above.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. PHS Grants Policy Statement including addenda in effect as of the beginning date of the budget perio
e. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Accepta of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment syste

ARKS: (Other Terms and Conditions Attached — ☒ Yes ☐ No)
ecommended Future Support (Line 13) Reflects Total Cost (Direct+Indirect)
EE ATTACHED

MS: SAMPLE, KATHLEEN (301)443-9667 PO: BURNS, MARIA (301)443-7611

RANTS MANAGEMENT OFFICER: (Signature) Christine L. Chen (Name-Typed/Print) CHRISTINE L. CHEN (Title) GRANTS MANAGEMENT OFFICER, OPS, SAMHSA

CKS

BJ. CLASS. 41.45

18. CRS - EIN 1946000417A1

19. LIST NO.:

FY-CAN	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT. ACTION FIN. ASST	AMT. ACTION DIR. ASST
a. 0C96T033	b. H9TI12667A	c.	d. 496520	e.
a.	b.	c.	d.	e.
a.	b.	c.	d.	e.

5-5152-3 (Rev. 7/92)

(Note: See reverse for payment information.)

Attachment II
Page 1 of 2

File Number: ______________________
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Action Point II/HIV Treatment Capacity Expansion

2. Department: Public Health

3. Contact Person: Joshua D. Bamberger, M.D., M.P.H. Telephone: 554-2664

4. Grant Approval Status (check one):

[X] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: $496,520

6a. Matching Funds Required: $0
b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: Center for Substance Abuse Treatment, Substance Abuse and Mental Health Treatment Authority

b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary: This funding will be used to support the second Action Point Adherence Project to be located in the Bayview/Hunter's Point District. Action Point is a medication adherence support program that assists HIV infected urban poor individuals to adhere to antiretroviral medications. In addition to medication storage and dispensing, Action Point staff provides case management, nursing management and advocacy, treatment advocacy, substance abuse counseling, housing support and referral for psychiatric services. In addition to these services, funding from this grant will also support between 40-50 methadone maintenance slots for Action Point Clients. Overall, the funding is to support 70 unduplicated clients in the program. The FY 01 grant period is from October 1, 2000 to September 30, 2001. The funding agency expects to provide support for a total of three years.

CSAT has funded this grant to support 40 methadone maintenance slots, 1 FTE Project Manager, 1 FTE Substance Abuse Counselor and 1 FTE Registered Nurse. In addition, the Health Dept. will contract out to the Institute for Community Health Outreach funds to support a treatment advocate, a case worker, an administrative assistant and funds for operations and rent.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: 10/1/00 End-Date: 9/30/01

10. Number of new positions created and funded: 3

11. If new positions are created, explain the disposition of employees once the grant ends? : Positions will be eliminated unless other outside funding sources are found to continue the program.

12a. Amount budgeted for contractual services: $121,800

b. Will contractual services be put out to bid? : no

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? : yes

d. Is this likely to be a one-time or ongoing request for contracting out? : on-going

13a. Does the budget include indirect costs? [X] Yes [ ] No

b1. If yes, how much? $12,110
b2. How was the amount calculated? 2.5%

c. If no, why are indirect costs not included? N/A
[ ] Not allowed by granting agency [ ] To maximize use of grant funds on direct services
[ ] Other (please explain):

14. Any other significant grant requirements or comments:

Disability Access Checklist*

15. This Grant is intended for activities at (check all that apply):

[x] Existing Site(s)
[ ] Rehabilitated Site(s)
[ ] New Site(s)

[x] Existing Structure(s)
[ ] Rehabilitated Structure(s)
[ ] New Structure(s)

[x] Existing Program(s) or Service(s)
[ ] New Program(s) or Service(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: ______________________
(Name)
Norman Nickens, Deputy Director

Date Reviewed: 11/2/00
Department Approval: Mitchell Katz
Mitchell H. Katz, M.D. Director of Health
(Name) (Title)

____
(Signature)

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2
/18/00

City and County of San Francisco
Meeting Minutes
Public Health and Environment Committee

Members: Supervisors Sue Bierman, Amos Brown and Michael Yaki

City Hall
1 Dr. Carlton B.
Goodlett Place
San Francisco, CA
94102-4689

Clerk: Deborah Muccino

Monday, December 18, 2000 **1:00 PM** **City Hall, Room 263**

Recessed Meeting

Members Present: Sue Bierman, Amos Brown.

Members Absent: Michael Yaki.

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MEETING CONVENED

The meeting convened at 1:07 pm.

001584 **[Grant funds for viral hepatitis prevention integration]**

Supervisors Leno, Newsom

Resolution authorizing the Department of Public Health, Community Health Epidemiology and Disease Control, to accept retroactively and expend grant funds of $174,841 from the Centers for Disease Control and Prevention to integrate viral hepatitis prevention into existing prevention services using a multi-infection prevention approach, and to enter into an agreement for the use of these funds; providing for ratification of action previously taken. (Public Health Department)

11/21/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

12/14/00, MEETING RECESSED. The meeting was recessed to December 18, 2000 at 1:00 p.m.

Heard in committee. Speaker: Lorna Garrido, Department of Public Health.

RECOMMENDED.. by the following vote:

Ayes: 2 - Bierman, Brown
Absent: 1 - Yaki

002093 **[Grant from the Federal Center for Substance Abuse Treatment to assist HIV infected urban poor]**

Supervisors Leno, Newsom

Resolution authorizing the Department of Public Health, Community Substance Abuse Services and Housing and Urban Health, to accept retroactively and expend first year grant funds of $496,520 from the Center for Substance Abuse Treatment (CSAT) for Action Point-II HIV Treatment Capacity Expansion and to enter into an agreement which includes a rights in data clause, for the use of these funds; providing for ratification of action previously taken. (Public Health Department)

11/28/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee. Department requests this item be scheduled for the December 14, 2000 meeting.

12/14/00, MEETING RECESSED. The meeting was recessed to December 18, 2000 at 1:00 p.m.

Heard in committee. Speaker: Josh Bamberger, Department of Public Health.

RECOMMENDED.. by the following vote:

Ayes: 2 - Bierman, Brown
Absent: 1 - Yaki

001628 **[Hospital and Nursing Home Discharge Planning Task Force]**

Supervisors Bierman, Leno, Brown

Resolution establishing a Hospital and Nursing Home Discharge Planning Task Force in relation to seniors and people with disabilities to make policy recommendations to the Mayor and Board of Supervisors, to promote coordination among relevant agencies and setting forth the membership and duties of the Task Force.

9/18/00, RECEIVED AND ASSIGNED to Public Health and Environment Committee.

12/14/00, MEETING RECESSED. The meeting was recessed to December 18, 2000 at 1:00 p.m.

Heard in committee. Speakers: Dorothy Kerr, Health Action Team; Norma Satton, Health Action Network; Ricardo Hernandez, Public Guardian of the City and County of San Francisco; Tracy Dobran; Warren Park; Ron Smith, Hospital Council.

Supervisor Brown requested to be added as a co-sponsor.

RECOMMENDED by the following vote:

Ayes: 2 - Bierman, Brown
Absent: 1 - Yaki

ADJOURNMENT

The meeting adjourned at 1:26 pm.

BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 544-5227

90.80
1
2/28/00
cancelled

NOTICE OF CANCELLED MEETING

PUBLIC HEALTH AND ENVIRONMENT COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

NOTICE IS HEREBY GIVEN that the meeting of the Public Health and Environment Committee scheduled for Thursday, December 28, 2000 at 1:00 PM at 1 Dr. Carlton B. Goodlett Place, Room 263, City Hall, San Francisco, California, has been **cancelled**.

Gloria L. Young, Clerk of the Board

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PUBLIC HEALTH AND ENVIRONMENT COMMITTEE
S.F. BOARD OF SUPERVISORS
CITY HALL, ROOM 244
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SAN FRANCISCO, CA 94102-4689

IMPORTANT HEARING NOTICE!!!

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